

**UNITED STATES DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF FLORIDA PENSACOLA DIVISION**

**Rack Abilities, LLC., a Florida  
Limited Liability Corporation, and  
Alan Poudrier, a Natural Person,**

Plaintiffs,

v.

**EZ 4x4, LLC., a Connecticut  
Limited Liability Company, Brian L.  
Goldwitz, a natural person, Tracy  
Forlini, a natural person, Elecor  
Manufacturing, LLC, a Connecticut  
Limited Liability Company,**

Defendants.

**Case No.**

**Complaint for Damages,  
Declaratory and Injunctive  
Relief and Jury Trial**

Plaintiffs, Rack Abilities, LLC., a Florida Limited Liability Company (“Plaintiff” or “RAL”) and Alan Poudrier (“Mr. Poudrier”), sue Defendants, EZ 4x4, LLC., a Connecticut Limited Liability Company (“EZ 4x4”) Brian L. Goldwitz, (“Mr. Goldwitz”), Tracy Forlini, and Elecor Manufacturing, LLC, (“Elecor”) and allege:

**Jurisdiction and Parties to the Action**

1. This is an action for declaratory and injunctive relief and for damages arising out of the breach of a patent license agreement, acts of patent and trademark infringement, and unfair competition.

2. The Court has original jurisdiction over this action and of the parties under 28 U.S.C. §1331, § 1338 (a) and (b), and 15 U.S.C. §§1114-17, and 35 U.S.C. §271.
3. The Court has supplemental jurisdiction over the substantially related claim set forth in Count V.
4. Because the declaratory judgment claim involves a federal question relating to patent infringement, the Court also has jurisdiction to adjudge the controversy under 28 U.S.C. § 2201.
5. Upon information and belief, Defendants control, solicit, and conduct business in this District and Division and distribute and cause to be distributed unlicensed and infringing goods within this District and Division.
6. Venue lies in this District and Division because Defendants have committed acts of infringement here and because a forum selection clause set forth in the Patent License Agreement executed by the parties operates as a waiver of any venue rights available to Defendants under 28 U.S.C. §1400(b).

7. Plaintiff Rack Abilities, LLC, is a Florida Limited Liability Company formed and organized by Alan Poudrier, an inventor, to license and commercially exploit Mr. Poudrier's technology, and in particular, his technology directed to after market goods for Jeeps and their owners.
8. Plaintiff Alan Poudrier is a resident of Niceville, Florida, within the Northern District of Florida.
9. Defendant EZ 4x4, LLC is a Connecticut Limited Liability Company which maintains an office at 95 Johnson Street, Waterbury, CT, 06710.
10. Defendant EZ 4X4, LLC is, upon information and belief, owned and controlled by Brian Lee Goldwitz and Tracy Forlini.
11. Defendant EZ 4X4, LLC was at times material to this action also qualified to do business in the State of Florida and registered with the Secretary of State of Florida until about September 22, 2023, where it maintained an office at 1006 N. Lincoln Ave, Tampa, Fl. 33607.
12. Defendants Brian Lee Goldwitz (Mr. Goldwitz) is an individual and is currently a resident of New Haven County, Ct.

13. Defendant Tracy Forlini is, upon information and belief, an owner and manager of various companies in common with Mr. Goldwitz, including EZ 4x4, LLC and Elecor Manufacturing, LLC.
14. Defendant Tracy Forlini is upon information and belief a resident of New Haven County, Ct.
15. Defendant Elecor Manufacturing, LLC (“Elecor”) is a Connecticut Limited Liability Company, whose address, like that of EZ 4x4, is 95 Johnson Street, Waterbury, CT 06710.
16. Upon information and belief, Elecor claims to be in the business of manufacturing sporting and athletic goods and imports articles manufactured in China.
17. Upon information and belief, EZ 4X4 is in the business of selling Jeep® related after-market products under various brand names.
18. Defendants are selling to customers in this District and Division or causing others to sell articles covered by one or more claims of the patent in suit, namely United States Patent 11,654,947, and have sold and shipped and caused to be shipped articles covered by that patent without license or legal right, namely, the E-Z 4x4 “Folding Rolling Door Cart”

identified on the packaging as being licensed under the aforementioned patent, together with a confusing claim that the same is also the subject of patents pending “in the United States, Canada and China.” The articles so sold to customers of Defendants in this District and Division include infringing articles sold via Amazon.com by Defendants or their affiliates.

### **The Patent and Trademark In Suit**

19. On May 23, 2023, the Patent Office issued US. Patent 11,654,947 BI to Mr. Poudrier, hereinafter called the ‘947 Patent. An authentic copy of ‘947 Patent is attached as **Exhibit A.**
20. The ‘947 Patent is a continuation in part of application No. 16/537,593 filed on April 11, 2019, now US Patent 11,097,759, which is a continuation in part of application No. 16/125,672, filed on September 8, 2018, now US Patent 10, 376, 045, which is a continuation in part of application No. 15/962,262, filed on April 25, 2018, which application was abandoned.
21. The ‘947 Patent is directed to a versatile transport rack which rests on the ground surface or rolls on castors, and which enables the storage and

movement of removable doors from a Jeep ® or other sport utility vehicle, thereby offering the driver of such a vehicle a lightweight foldable door holder with wheels suitable for holding removable doors on Jeeps or similar sport utility vehicles.

22. Mr. Poudrier adopted and used in commerce as early as May 24, 2021, the trademark EZ DOOR CART in connection with his goods and services, and obtained United States Trademark Registration No. 6,745, 183, a true copy of such registration being attached hereto as **Exhibit B.**
23. On or about April 16, 2021, while certain of his patent applications were still in prosecution, Mr. Poudrier began offering his device for sale to consumers at a vendor booth in Daytona, Fl, at an event called the “Jeep Beach” event. Mr. Poudrier used the banner depicted in the following image, wherein he promoted the device initially as a “EZ as 1-2-3:”

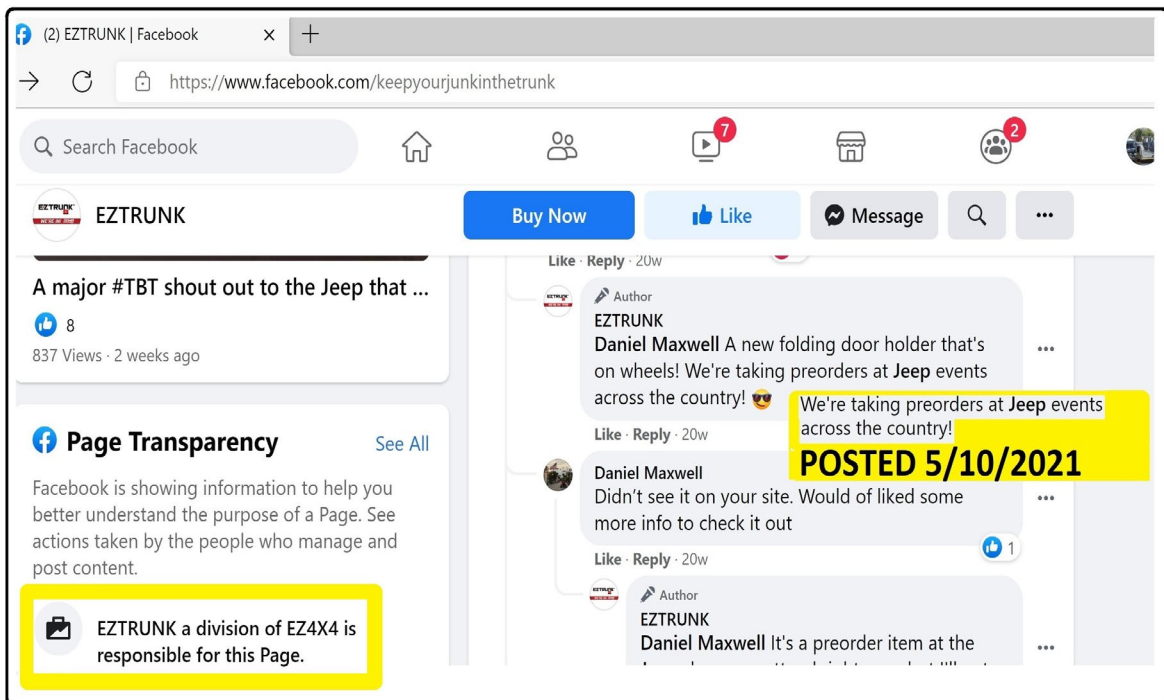


24. Defendants were present at the same “Jeep Beach” event attended by Mr. Poudrier and purchased two of the foldable cart units Mr. Poudrier was selling.

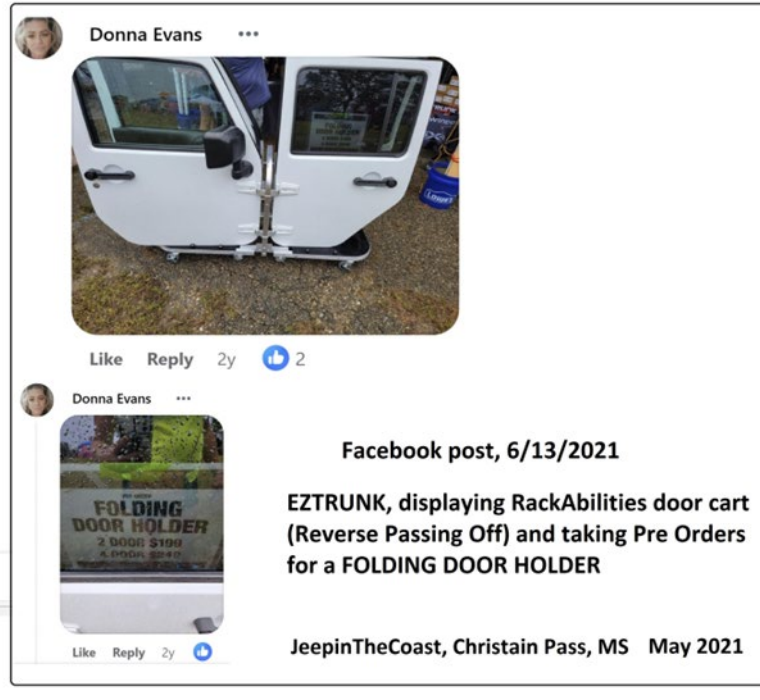
25. Upon information and belief, Goldwitz immediately sent one of the purchased units to China to obtain a reproduction of the unit, as he later boasted to Mr. Poudrier.

26. While he was waiting for his Chinese copy, Goldwitz and various agents of Defendants, including Forlini, began promoting Defendants’ intended knock-off product for sale to prospective customers using a

photograph of the genuine Poudrier product and promoting that genuine product as if it were the Defendants’ product – thereby engaging in the “reverse passing off” of the genuine article of Plaintiffs as that of Defendant. An example of this improper passing off is provided in the advertisement by Defendants to the “Jeep Community” appearing on the following images.







27. After Poudrier discovered the reverse passing off of his genuine article, Goldwitz approached Poudrier about taking a license to the ‘947 Patent, having taken many orders from prospective customers who thought they were buying Plaintiff’s genuine article.
28. By this time, Goldwitz had threatened Poudrier by saying that he would have his patents invalidated and that Poudrier should tell his patent lawyer that “it doesn’t matter . . . I’ve already sent it to China,” or words to that effect.

29. On or about May 20, after having already adopted EZ DOOR CART as his intended trademark, Mr. Poudrier emailed Goldwitz to let him know of the intended trademark.
30. Defendants expressed no concerns or objections about the intended trademark application and made no claim of a conflict with any alleged or possible marks of his various companies.
31. Thereafter Poudrier and Goldwitz began to discuss details of a patent license under Poudrier's patents and pending applications.
32. On July 14, 2021, Poudrier agreed to the Patent License Agreement attached hereto as **Exhibit C**. The Licensor under the Agreement is Poudrier's wholly owned LLC, Rack Abilities, LLC. The only Licensee mentioned by name in the Agreement is Defendant Elecor.
33. The Patent License Agreement granted to Elecor what is represented to be an exclusive license to "use, develop, and exploit" U.S. Patent 10,981,588 and "patent application 16/537593". The Agreement explicitly defines "Licensed Patent" to be the referenced and issued '588 Patent and the referenced application "16/537591" and expressly provides that "no other patent, patent application, or any other

intellectual property now owned or hereafter acquired by LICENSOR is part of or otherwise included in this Agreement.” Id, §1.7. By definition this Section of the Agreement excluded the ‘947 Patent, which did not issue until May 23, 2023.

34. The only defendant expressly licensed in the Patent License Agreement is Defendant Elecor.

35. The Patent License Agreement also grants Rack Abilities the right to make, use and sell 240 units of the Licensed Product “each year that this agreement is in effect.” Id., §2.1. And it obligates Elecor to provide Rack Abilities the units so licensed at wholesale and “within 31 calendar days.”

36. The Patent License Agreement has an effective date of July 14, 2021, with a term of one-year subject to automatic renewal “every year for an additional one-year term, up to the life of the last expiring patent that forms a part of this agreement.” Id., §3.1.

37. The Patent License Agreement requires, at §4.1, a minimum annual up-front royalty payment by the Licensee of \$25,000. It also requires at §4.2

that the Licensee submit accurate royalty reports “after the end of each calendar quarter.”

38. Elecor as Licensee paid the \$25,000 royalty in advance and Defendant then commenced sales of the Chinese copies to consumers under various brands as a “Door Holder” and more generally as a Folding Door Holder.

39. However it also came to the attention of Plaintiffs that Defendant EZ 4x4, which runs an e-commerce website, had begun to offer for sale Mr. Goldwitz’s Chinese copy as the “*EZ Folding Door Cart*,” as illustrated in the digital copy of the webpage EZTRUNK - Jlu, Jl, Jk, Jku, Tj, Jt, 2007-2022, Jeep 4x4 Accessories, Attached as **Exhibit D** hereto.

40. Because of the similarity of the Defendants’ “*EZ Folding Door Cart*” to Plaintiffs’ trademark registration EZ DOOR CART, Plaintiffs complained that the trade name used by Defendants was too similar to Plaintiffs’ marks for essentially the same goods and services Plaintiffs were using for their product line, which Plaintiffs were selling in accordance with §2.1 of the Patent License Agreement. Defendants however continued to use a deceptively similar name for their device, as

is shown in the photograph taken on October 17, 2023, just before the filing of this complaint, referred to above as **Exhibit D**.

41. The Patent License Agreement does not confer any right to use the EZ DOOR CART mark to promote their licensed goods, a fact Defendants completely understood since they had negotiated with Plaintiffs the right of Plaintiffs to sell their own brand of patented articles to consumers.
42. Defendants' use of a deceptively similar mark to promote the sales of their similar goods, however, was only one of many problems Plaintiffs encountered in doing business with Mr. Goldwitz and his companies or their affiliates. The royalty reports such as Exhibit E, only reported sales on the basis of what Defendants were paying to their Chinese affiliate, rather than their actual direct sales to consumers or their wholesale transactions with dealers. Section 4.2 of the Patent License Agreement specifies that Elecor will pay "five percent of the purchase order price of each unit ordered or obtained." But it also provides that the purchase order price "shall not be below that price as would be reached in an arm's length transaction between two nonaffiliated parties." This price, in other words, cannot be the low price paid to the Chinese affiliate but

must be the price two parties would negotiate for an arm's length deal. Defendants failed and refused to pay or negotiate such a price, even though they claimed that the wholesale price to wholesalers – people who are dealing at arm's length – was \$210 per unit. Defendants refused to pay 5% of sales at that arms-length price, even as their volume of sales steadily increased to a number that would have exceeded the minimum annual royalty payment amount. This became unacceptable to Plaintiffs as Defendants' reported sales exceeded about \$500,000.

**Breach of Insurance Coverage Requirement**

43. Even more important to Plaintiffs, as the volume of Defendants' sales increased, is that Defendants failed to accurately report their approximate annual sales of the Licensed product to their liability insurer, thereby compromising the liability protection required by §9 of the Patent License Agreement. That section requires that the Licensee (and affiliated parties) purchase and maintain in full force and effect an "occurrence" liability insurance policy insuring against product liability claims made against LICENSOR or LICENSEE including any claims associated with the "design, manufacture, use, sale or maintenance of the Licensed Products"

and it also requires that Defendants provide certificates of insurance proving the existence of the necessary insurance and showing that Plaintiffs were co-insureds under the policy. Defendants did produce some certificates, but they failed to accurately report the true sales of Defendants, a fact which imperiled the availability of insurance coverage to Plaintiffs. This was important because of defendants' sales and promotion practices, which failed to inform consumers of certain risks associated with the device as sold by Defendants, such as primitive camping events or beach and other outdoor events that occur on unlevel and unimproved terrain to appreciate the last point, it is necessary to add detail about the actual consumer use of the invention in real world conditions, where consumers do not necessarily pay close attention to safety. Plaintiffs determined that a proper use decal should be supplied to all consumers or users of the device because EZ4x4 and various representatives of the company and affiliated companies were not advising consumers of safety concerns that could be present if the consumer used the moveable cart carelessly on un-level surfaces. Plaintiffs believed that it was necessary to warn consumers with a decal against careless use of the device, such as represented below:

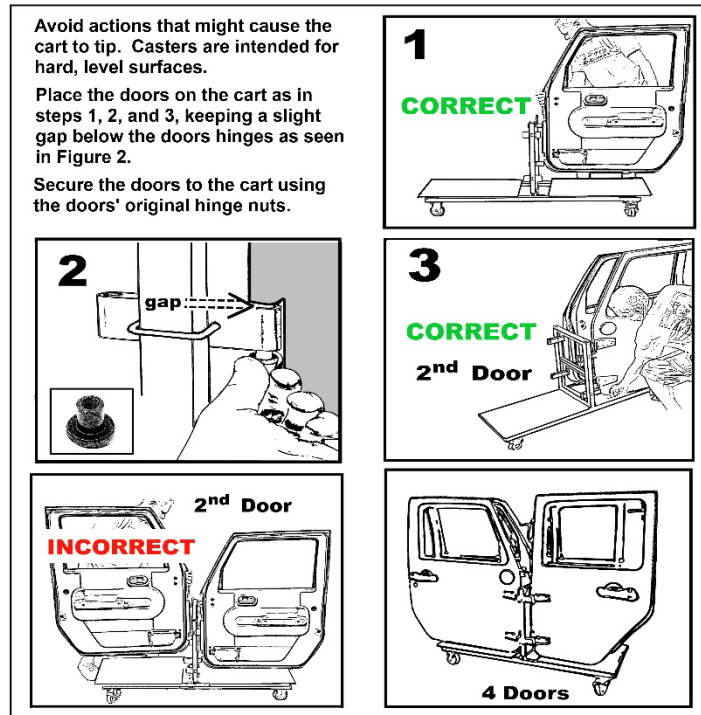


Figure 4: It was determined that the decal shown above should be secured to all door carts.

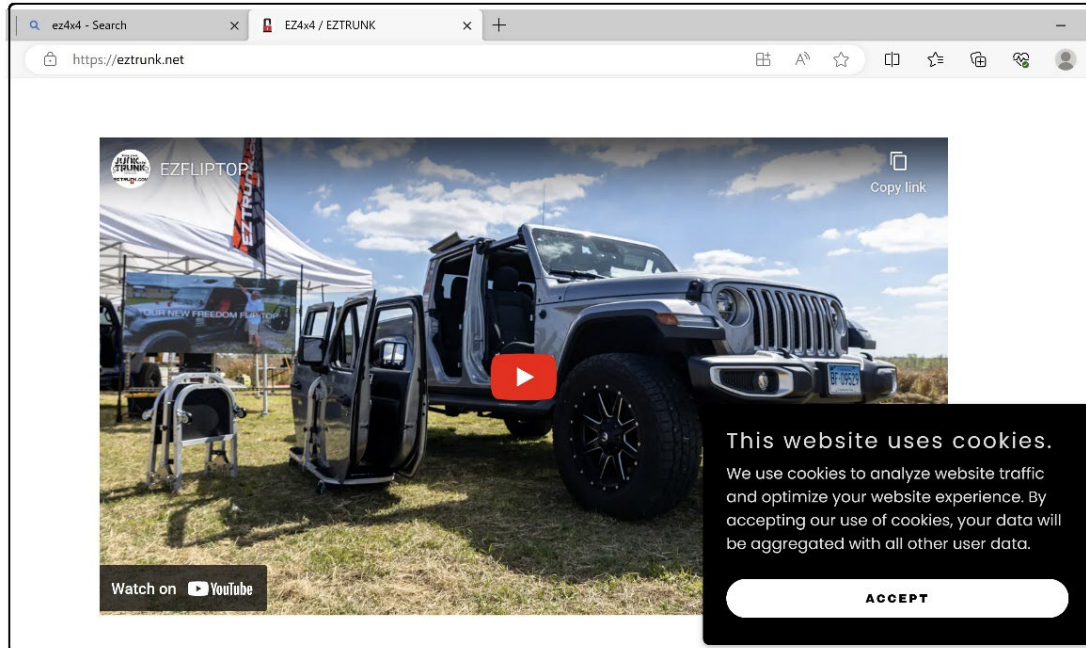
44. Defendants declined to provide the requested decals or to renew their liability insurance policy and correct their certificate of insurance to reflect their actual sales of in excess of \$500,000 to consumers and wholesalers.

45. Plaintiffs demanded, through counsel, that insurance certificates at the correct sales base be obtained, as is shown, as but one illustration, in Exhibit H hereto.



46. Defendants declined to update the insurance certificate to a correct amount or change their policies as to warning consumers of hazards associated with loading conditions in the field or beach.
47. Plaintiffs informed Defendants that the Patent License Agreement would not be renewed, and the agreement would be terminated if Defendants failed to address the above-mentioned concerns. In particular, Plaintiffs sent a demand letter dated September 30, 2022, a copy of which is attached hereto as **Exhibit E**, providing Defendants thirty days' notice of Plaintiffs' intent to terminate the Patent License Agreement if the necessary corrections to the certificate of insurance were not supplied and if Defendants did not cure the breaches in the Agreement, including the improper use of a confusingly similar trademark.
48. Defendants refused to rectify the problems, however. Accordingly, Plaintiffs declared the agreement terminated in the letter attached here to as **Exhibit F**, and dated December 9, 2022. Indeed, Defendants continue even at the present time to market their infringing knockoff by promoting hazardous uses of the knockoff product on unimproved terrain, to the

potential injury of Plaintiffs' brand, as shown below (from <https://eztrunk.net>):



49. Thereafter, a year after the Sept 2022 letter referenced above, Defendants tendered a new \$25,000 license fee, ignoring the cancellation of the License Agreement. The tendered fee was by wire transfer and Plaintiffs immediately returned the wire, declining to renew any business relationship with Defendants. The license relationship between the parties therefore terminated as of Plaintiffs' December 9, 2022, letter, **Exhibit F** above.

50. Upon information and belief, subsequent to the cancellation of the Patent License Agreement Defendants have continued to import into the United

States and have sold and continue to sell devices covered by one or claims of the '947 Patent and which are sold under a trade name confusingly similar to that EZ DOOR CART.

51. All conditions precedent to the filing of this complaint have occurred or been waived or excused by law.

**Count I: Declaratory Judgment**

52. This Count I is claim for declaratory judgment to determine that the Patent License Agreement has been cancelled and terminated and is no longer in force and effect, and to grant such additional and supplemental relief as may be appropriate, including a preliminary and permanent injunction against any continuing acts of infringement.

53. Plaintiffs hereby incorporate and reallege the allegations of paragraphs 1 through 51 above as if fully set forth herein.

54. Plaintiffs' declaratory claim arises under federal law, namely the Patent Act, and Plaintiffs' asserted rights to relief necessarily depend upon resolution of a substantial question of federal patent law, namely, whether the Patent License Agreement remains in effect, or it is has been terminated or canceled.

55. Plaintiffs, the patent owner and the agent for the patent owner, contend that the Patent License Agreement was lawfully terminated for material breach.
56. Defendants Elecor and the remaining defendants, who are affiliates of the former licensee and who are still selling or offering for sale certain embodiments of the patented invention, contend that the Patent License Agreement was not lawfully terminated and that the license remains in effect notwithstanding the termination notice and the refusal of Plaintiffs to renew the license upon tender of advance royalties.
57. Plaintiffs contend that Defendants breached the License Agreement and did so in a material way and that proper notice of the intent to terminate the license was given and that the Defendants did not cure the breach.
58. Plaintiffs further contend that the Patent License Agreement was not renewed, and that Plaintiffs properly declined to renew the license once the license term concluded, particularly in light of the material breach of the same.
59. Plaintiffs additionally contend that the license was breached in material respects not previously disclosed, including the failure to properly report and

account for royalties due Plaintiff over and above the mandatory minimum royalty amounts previously paid.

60. Plaintiffs further contend that Defendants are obligated to account for and to pay for sales made of devices covered by the patents and sold through the reverse passing off conduct described above, at a time before the license was signed, and which is an obligation expressly recognized in §4.1 (a) of the Patent License Agreement.

61. There is accordingly a justiciable controversy involving concrete issues between Plaintiffs and Defendants that requires an adjudication of the Court.

62. All necessary parties to the dispute are before the Court.

63. Accordingly, the Court should assume jurisdiction of the controversy, decide the contested issues of law and fact framed above, and declare the rights and obligations of the parties and grant such additional relief as may be appropriate.

WHEREFORE, Plaintiffs demand a declaratory judgment against Defendants Elecor, EZ and Brian L. Goldwitz and Tracy Forlini declaring the rights and obligations of the parties hereto, and with such supplemental relief as the Court shall

deem just and proper, finding in particular that the Patent License Agreement is no longer in effect and was properly terminated.

**Count II: Infringement of The ‘947 Patent**

64. This Count II is a claim under 35 U.S.C. §271 for patent infringement.

65. Plaintiffs hereby incorporate and reallege the allegations of paragraphs 1 through 51 above as if fully set forth herein.

66. Since the termination and nonrenewal of the Patent License Agreement, if not at times before, Defendants Elecor, Goldwitz, EZ and Forlini have infringed and caused to be infringed at least independent claim one of the ‘947 Patent by importing into the United States and by selling and offering for sale devices which are covered by independent claim one of the ‘947 Patent, namely the device of the kind sold in this District and Division as the “EZ Folding Rolling Door Cart” and promoted as a the *EZ Folding Door Cart*.

67. Plaintiffs have examined the articles sold in this District and Division as the aforementioned *EZ Folding Door Cart*, as shipped by Defendants through an Amazon sale to a customer within this District and Division.

68. A claim chart comparing the Defendants’ article against Claim I of the ‘947 patent appears below:

**Patent Claim 1**

**Defendants’ EZ 4x4 “Door Cart”**

<p>“A rack comprising</p>	<p>This “rolling door cart” comprises a rack having rails for holding and moving removable doors</p>
<p>A center frame having a pair of coextensive horizontally disposed center rails each having a first upper surface and an opposing first lower surface, the center frame also having a pair of vertical rails, each vertical rail extending upwardly from a respective one center rail</p>	<p>The rolling door cart has a center frame;</p> <p>There is a pair of coextensive horizontally disposed center rails (each having a first upper surface and an opposing first lower surface);</p> <p>The center frame has a pair of vertical rails, each vertical rail extending upwardly from a respective one center rail;</p>
<p>a first outer frame having a pair of coextensive first outer rails and having a second upper surface and an opposing second lower surface, such that each first outer rail is attached to a respective one center rail via a pair of first pins that each pass through a respective one of the first outer rail and through a respective one center rail with the first outer frame pivoting with respect to the center frame about the pair of first pins such that the first outer frame is capable of rotating between a first unfolded position wherein the first outer rails and</p>	<p>The rolling door cart has a pair of coextensive first outer rails having a second lower surface, such that each outer rail is attached to a respective one center rail;</p> <p>The device has a pair pins each of which pass through a respective one of the first outer rail and through a respective one center rail with the first outer frame pivoting with respect to the center frame about the pair of first pins such that the first outer frame is capable of rotating between a first unfolded position</p>

<p>the center rails are aligned on first parallel longitudinal axes and a first folded position wherein the first outer rails each abut one of the vertical rails and such that the first outer frame is locked into the first unfolded position via a pair of second pins that each pass through a respective one of the first outer rail and through a respective one center rail;</p>	<p>wherein the first outer rails and the center rails are aligned on first parallel longitudinal axes and a first folded position wherein the first outer rails abut one of the vertical rails;</p> <p>the first outer frame locks into the first unfolded position via a pair of second pins that each pass through a respective one of the first outer rail and through a respective one center rail;</p>
<p>a first of hinge pin receiver having a first vertically disposed opening, the first hinge pine receiver attached to one of the vertical rails;</p>	<p>Defendant's cart has a vertically disposed hinge pin receiver opening, and it attaches to one of the vertical rails</p>
<p>and a second of hinge pin receiver having a second opening, the second hinge pin receiver attached to the same vertical rail to which the first hinge pin receiver is attached and below the first hinge pin receiver, such that the first opening of the first hinge pin receiver and the second opening of the second hinge pin receiver align with one another so that a first axis passes longitudinally through the aligned first opening and the second opening, the first axis also parallel with the vertical rail to which the first hinge pin and the second hinge pin receiver are attached.</p>	<p>Defendant's cart has a second hinge pin receiver with a second opening, and the second hinge pin receiver attaches to the same vertical rail to which the first hinge pin receiver is attached and below the first hinge pin receiver, such that the first opening of the first hinge pin receiver and the second opening of the second hinge pin receiver align with one another so that a first axis passes longitudinally through the aligned first opening and the second opening, the first axis being parallel with the vertical rail to which the first hinge pin and the second hinge pin receiver are attached.</p>



69. Defendants' rolling door cart literally infringes at least claim 1 of the '947 Patent.

70. Defendants are still selling and promoting infringing articles of the above type, well knowing the same to be infringing the '947 Patent, and are, upon information and belief, concealing the entities through which Defendants are selling infringing articles.

71. Defendants have acted intentionally, fraudulently and without lawful justification, making this case an exceptional case warranting an award of attorneys' fees in accordance with 35 U.S.C. §285.

72. Plaintiffs are entitled to recover damages adequate to compensate for the acts of infringement in an amount not "less than a reasonable royalty for the use made of the invention by Defendants" in accordance with 35 U.S.C. §284.

WHEREFORE, Plaintiffs demand judgment against Defendants Elecor, EZ, Brian L. Goldwitz and Tracy Forlini for damages not less than a reasonable royalty and the following additional relief:

- A. an Order preliminarily and permanently enjoining Defendants, their officers, directors, employees, agents, subsidiaries,

distributors, dealers, related companies, and all persons in active concert or participation with them, from infringing the patent and from any acts of infringement and from importing into the United States any infringing articles;

B. An order finding that the infringement was willful and enhancing the amount of damages in accordance with 35 U.S.C. §285; and

C. An order finding that this is an exceptional case warranting an award of attorneys' fees under 35 U.S.C. §284.

**Count III: Trademark Infringement**

73. This Count III is a claim against all defendants under 15 U.S.C. §1114 (1).

74. Plaintiffs hereby incorporate and reallege the allegations of paragraphs 1 through 51 above as if fully set forth herein.

75. Plaintiff Poudrier owns the Registered Mark EZ DOOR CART.

76. Defendants are without consent advertising, selling, distributing, and causing to be distributed a reproduction, copy and colorable imitation of Plaintiff's registered mark in connection with the sale, offering for sale, distribution, and advertising of goods, which use is likely to cause confusion,

or to cause mistake, or to deceive, in violation of Section 32(1) of the Lanham Act, 15 U.S.C. § 1114(1). The unauthorized reproduction includes the use of the confusingly similar trade name *EZ Folding Door Car*, which trade name is being used to promote substantially similar goods in nearly identical trade channels and to the same base of customers and for the purpose of causing confusion as to the source or origin of Defendants' goods and services.

77. There is a substantial likelihood of confusion as a direct and proximate result of the Defendants' conduct.

78. Defendants have aided and abetted each other in their acts of infringement.

79. As a direct and proximate result of Defendants' actions, Plaintiffs' have been injured, will suffer additional injury hereafter and has suffered damages and will suffer additional damages hereafter, together with prejudgment interest thereon.

80. Plaintiffs have suffered and will continue to suffer irreparable injury as the result of the conduct of Defendants.

WHEREFORE, Plaintiff requests that the Court enter judgment in its favor on each claim for relief set forth above, and that it order the following specific relief:

- (A) an Order declaring that Defendants have infringed the Plaintiffs registered mark and that they have engaged in trademark infringement;
- (B) an Order preliminarily and permanently enjoining Defendants, their officers, directors, employees, agents, subsidiaries, distributors, dealers, related companies, and all persons in active concert or participation with them,
  - (1) from using any name, mark, domain name, source-identifier, or designation comprised of or containing Plaintiffs mark, or any confusingly similar name, mark, domain name, source-identifier, or designation in any manner likely to cause confusion with Plaintiffs marks, or to otherwise cause injury to Plaintiffs or their reputation or goodwill; and
  - (2) from representing, by any means whatsoever, directly or indirectly, that Defendants, their goods or services, and/or

their activities originate from, are sponsored by, or are associated, affiliated, or connected with Plaintiff in any way;

- (C) an Order excluding the importation of all goods, packaging, product displays, literature, advertisements, marketing and promotional materials, and any other materials bearing the Infringing Marks or any confusingly similar variation, pursuant to 15 U.S.C. §1124 and other applicable laws;
- (D) an Order requiring Defendants to destroy all goods, packaging, product displays, literature, advertisements, marketing and promotional materials, and any other materials bearing the Infringing Marks or any confusingly similar variation, regardless of form, that are in, or come to be in, Defendants' possession, custody, or control;
- (E) an Order requiring Defendants to disseminate pre-approved corrective advertising and send pre-approved letters to all customers and agents; and
- (F) An order granting an award of attorneys' fees.

**Count IV: False Designation**

81. This Count IV is a claim under 15 U.S.C. §1125(a)(1)(A) against all Defendants for false designation of origin, passing off and unfair competition.
82. Plaintiffs hereby incorporate and reallege the allegations of paragraphs 1 through 51 above as if fully set forth herein.
83. Plaintiff Poudrier owns the Registered Mark EZ DOOR CART.
84. Defendants are improperly advertising and will continue to advertise their competing goods in commerce so as to imply or suggest an affiliation or connection between Plaintiffs and Defendants.
85. Defendants are now using and plan to continue to use in commerce a word, term, name, and false designation of origin that, in connection with their commercial activities, is likely to cause confusion, or to cause mistake, or to deceive as to an affiliation, connection or association of Defendants with Plaintiffs, or as to the origin, source, sponsorship, or approval of Defendants' goods by Plaintiffs, in violation of Section 43(a) (1)(A) of the Lanham Act, 15 U.S.C. §1125(a)(1)(A).

86. There is a substantial likelihood that consumers will suffer confusion as the direct result of Defendants' unlawful conduct.

87. Defendants have aided and abetted each other in their unlawful conduct.

88. Defendants have acted intentionally and in bad faith, intending to cause confusion among Jeep ® and other outdoors enthusiasts.

89. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered damages and will continue to suffer from such damages without the intervention of the Court.

90. Plaintiffs have suffered and will continue to suffer irreparable injury as a result of Defendants' conduct, which is continuing and in calculated to trade upon Plaintiffs' good will.

WHEREFORE, Plaintiff requests that the Court enter judgment in its favor on each claim for relief set forth above, and that it order the following specific relief:

(A) an Order declaring that Defendants have infringed the Plaintiffs' registered marks and have engaged in trademark infringement, false designation of origin, unfair competition, and misappropriation of Plaintiffs' domain names;

(B) an Order preliminarily and permanently enjoining Defendants, their officers, directors, employees, agents, subsidiaries, distributors, dealers, related companies, and all persons in active concert or participation with them,

(1) from using any name, mark, domain name, source-identifier, or designation comprised of or containing Plaintiffs marks, or any confusingly similar name, mark, domain name, source-identifier, or designation in any manner likely to cause confusion with Plaintiffs marks, or to otherwise cause injury to Plaintiffs or their reputation or goodwill; and

(2) from representing, by any means whatsoever, directly or indirectly, that Defendants, their goods or services, and/or their activities originate from, are sponsored by, or are associated, affiliated, or connected with Plaintiff in any way;

(C) an Order directing that Defendants transfer ownership of the domain names and cause the forfeiture of any claim to ownership of the domain names by Defendants and that they supply proof that the domain name registry has accomplished the transfer of ownership of the domain names



to Plaintiffs;

(D) an Order excluding the importation of all goods, packaging, product displays, literature, advertisements, marketing and promotional materials, and any other materials bearing the Infringing Marks or any confusingly similar variation, pursuant to 15 U.S.C. §1124 and other applicable laws;

(E) an Order requiring Defendants to destroy all goods, packaging, product displays, literature, advertisements, marketing and promotional materials, and any other materials bearing the Infringing Marks or any confusingly similar variation, regardless of form, that are in, or come to be in, Defendants' possession, custody, or control;

(F) an Order requiring Defendants to disseminate pre-approved corrective advertising and send pre-approved letters to all customers, agents, and representatives within the scope of harm from the acts of Defendants; address the actual and likely confusion caused from their use of the Infringing Marks;

(G) an Order requiring Defendants to account for and pay to Plaintiffs all profits arising from Defendants' unlawful acts and that such profits be increased, pursuant to 15 U.S.C. §1117 and other applicable laws;

(H) an Order requiring Defendants to pay Plaintiffs damages, in an amount to be determined by jury resulting from Defendants' unlawful acts and that such damages be trebled, pursuant to 15 U.S.C. §1117 and other applicable laws;

(I) an Order requiring Defendants to pay Plaintiffs' costs and attorneys' fees in this action, pursuant to 15 U.S.C. §1117 and other applicable laws; and

(J) such other relief as the Court may deem appropriate.

**Count V: Common Law Trademark Infringement**

91. This Count V is a claim for relief under the common law of Florida against Defendants for unfair competition and trademark infringement.
92. Plaintiffs hereby incorporate and reallege the allegations of paragraphs 1 through 51 above as if fully set forth herein.
93. Plaintiff Poudrier owns the mark EZ DOOR CART.
94. Rack Abilities, LLC is the marketing agent for Plaintiffs.
95. Defendants have in the state of Florida and elsewhere engaged in common law trademark infringement and unfair competition with Plaintiffs.

96. Defendants have caused confusion among consumers as to the source and origin of the goods associated with the EZ DOOR CART mark.

97. There is a substantial likelihood that consumers will continue to suffer confusion as the direct result of the Defendants' unlawful conduct.

98. Defendants have acted and are acting in bad faith and with the intent to injure Plaintiffs.

99. As a direct and proximate result of Defendants' unlawful conduct, Plaintiffs have suffered loss and will continue to suffer loss.

100. Plaintiff has suffered and will continue to suffer irreparable injury as the direct result of the unlawful conduct of Defendants.

WHEREFORE, Plaintiff requests that the Court enter judgment in its favor on each claim for relief set forth above, and that it order the following specific relief:

(A) an Order declaring that Defendants have infringed the Plaintiffs' registered marks and have engaged in trademark infringement, false designation of origin, unfair competition, and misappropriation of Plaintiffs' domain names;

(B) an Order preliminarily and permanently enjoining Defendants, their

officers, directors, employees, agents, subsidiaries, distributors, dealers, related companies, and all persons in active concert or participation with them,

(1) from using any name, mark, domain name, source-identifier, or designation comprised of or containing Plaintiffs' marks, or any confusingly similar name, mark, domain name, source-identifier, or designation in any manner likely to cause confusion with Plaintiffs' marks, or to otherwise cause injury to Plaintiffs or their reputation or goodwill; and

(2) from representing, by any means whatsoever, directly or indirectly, that Defendants, their goods or services, and/or their activities originate from, are sponsored by, or are associated, affiliated, or connected with Plaintiffs in any way;

(C) an Order directing that Defendants transfer ownership of the domain names and cause the forfeiture of any claim to ownership of the domain names by Defendants and that they supply proof that the domain name registry has accomplished the transfer of ownership of the domain names to Plaintiffs;

(D) an Order excluding the importation of all goods, packaging, product displays, literature, advertisements, marketing and promotional materials, and any other materials bearing the Infringing Marks or any confusingly similar variation, pursuant to 15 U.S.C. §1124 and other applicable laws;

(E) an Order requiring Defendants to destroy all goods, packaging, product displays, literature, advertisements, marketing and promotional materials, and any other materials bearing the Infringing Marks or any confusingly similar variation, regardless of form, that are in, or come to be in, Defendants' possession, custody, or control;

(F) an Order requiring Defendants to disseminate pre-approved corrective advertising and send pre-approved letters to all customers, agents, and representatives within the scope of harm from the acts of Defendants; address the actual and likely confusion caused from their use of the Infringing Marks;

(G) an Order requiring Defendants to account for and pay to Plaintiffs all profits arising from Defendants' unlawful acts and that such profits be increased, pursuant to 15 U.S.C. §1117 and other applicable laws;

(H) an Order requiring Defendants to pay Plaintiffs damages, in an

amount to be determined by jury resulting from Defendants' unlawful acts and that such damages be trebled, pursuant to 15 U.S.C. §1117 and other applicable laws;

(I) an Order requiring Defendants to pay Plaintiffs' costs and attorneys' fees in this action, pursuant to 15 U.S.C. §1117 and other applicable laws;

and

(J) such other relief as the Court may deem appropriate.

**Count VI: Breach of Patent License Agreement**

101. This Count VI is a claim for damages for the breach of the Patent License Agreement.

102. Plaintiffs hereby incorporate and reallege the allegations of paragraphs 1 through 51 above as if fully set forth herein.

103. During the life of the Patent License Agreement, Defendants have materially breached the Agreement.

104. The breaches of the Agreement were material.

105. The breaches included but were not necessarily limited to the following violations of the Agreement:

106. Defendants did not pay Plaintiffs the accrued Royalty Payments due for units sold by Licensee or its affiliates and did not properly calculate the amount of such payments, which included profits made by one or more of Defendants from the reverse passing off conduct of Defendants, described hereinabove;

107. Defendants did not report accurately the royalty or properly calculate royalty due Plaintiffs under §4.1 (b), because they did not report or pay on sales at wholesale or any price that was at arm's length such as Defendants' admitted wholesale price to dealers;

108. Defendants concealed in bad faith their actual wholesale prices to customers and did not report the same for royalty purposes;

109. Defendants filed one or more patent applications on alleged improvements to the inventions of Plaintiffs, and then marketed those "patent pending" applications under a trademark which is confusingly similar to Plaintiffs' mark, intending to trade upon the good will of Plaintiffs' and their Mark;

110. Defendants did not report their actual sales of the licensed products, thereby causing the general liability insurance coverage in favor of Plaintiffs' to be compromised;

111. Defendants did not timely pay minimum royalty due under the Agreement while refusing to acknowledge that the License was no longer in force and effect; and

112. Defendants breached the implied duty of good faith and fair dealing owed to Plaintiffs under Florida law and acted in bad faith.

113. Plaintiff has suffered and will continue to suffer damages as the direct result of Defendants' material breach.

114. The damages include direct and consequential losses that cannot be quantified presently but exceeded, upon information and belief, in excess of \$50,000.

WHEREFORE, Plaintiff requests that the Court enter judgment in its favor on each claim for relief set forth above, and that it order the following specific relief:

(A) an Order declaring that Defendants have infringed the Plaintiffs' registered marks and have engaged in trademark infringement, false



designation of origin, unfair competition, and misappropriation of Plaintiffs' domain names;

(B) an Order preliminarily and permanently enjoining Defendants, their officers, directors, employees, agents, subsidiaries, distributors, dealers, related companies, and all persons in active concert or participation with them,

(1) from using any name, mark, domain name, source-identifier, or designation comprised of or containing Plaintiffs' marks, or any confusingly similar name, mark, domain name, source-identifier, or designation in any manner likely to cause confusion with Plaintiffs' marks, or to otherwise cause injury to Plaintiffs or their reputation or goodwill; and

(2) from representing, by any means whatsoever, directly or indirectly, that Defendants, their goods or services, and/or their activities originate from, are sponsored by, or are associated, affiliated, or connected with Plaintiff in any way;

(C) an Order directing that Defendants transfer ownership of the domain names and cause the forfeiture of any claim to ownership of the domain

names by Defendants and that they supply proof that the domain name registry has accomplished the transfer of ownership of the domain names to Plaintiffs;

(D) an Order excluding the importation of all goods, packaging, product displays, literature, advertisements, marketing and promotional materials, and any other materials bearing the Infringing Marks or any confusingly similar variation, pursuant to 15 U.S.C. §1124 and other applicable laws;

(E) an Order requiring Defendants to destroy all goods, packaging, product displays, literature, advertisements, marketing and promotional materials, and any other materials bearing the Infringing Marks or any confusingly similar variation, regardless of form, that are in, or come to be in, Defendants' possession, custody, or control;

(F) an Order requiring Defendants to disseminate pre-approved corrective advertising and send pre-approved letters to all customers, agents, and representatives within the scope of harm from the acts of Defendants; address the actual and likely confusion caused from their use of the Infringing Marks;

(G) an Order requiring Defendants to account for and pay to Plaintiff all

profits arising from Defendants' unlawful acts and that such profits be increased, pursuant to 15 U.S.C. §1117 and other applicable laws;

(H) an Order requiring Defendants to pay Plaintiff damages, in an amount to be determined by jury resulting from Defendants' unlawful acts and that such damages be trebled, pursuant to 15 U.S.C. §1117 and other applicable laws;

(I) an Order requiring Defendants to pay Plaintiffs' costs and attorneys' fees in this action, pursuant to 15 U.S.C. §1117 and other applicable laws;  
and

(J) such other relief as the Court may deem appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand trial by jury on all issues so triable.

Respectfully submitted this 19<sup>th</sup> day of  
October 2023.

*/s/ Stephen D. Milbrath, Esq.*

**Stephen D. Milbrath, Esq.**

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*Lead Counsel for Plaintiff*

# **EXHIBIT A**



US011654947B1

(12) **United States Patent**  
**Poudrier**

(10) **Patent No.:** **US 11,654,947 B1**

(45) **Date of Patent:** **\*May 23, 2023**

(54) **VERSATILE ARTICLE SUPPORT DEVICE**

(71) Applicant: **Alan S Poudrier**, Niceville, FL (US)

(72) Inventor: **Alan S Poudrier**, Niceville, FL (US)

(\* ) Notice: Subject to any disclaimer, the term of this patent is extended or adjusted under 35 U.S.C. 154(b) by 0 days.

This patent is subject to a terminal disclaimer.

(21) Appl. No.: **17/408,442**

(22) Filed: **Aug. 22, 2021**

**Related U.S. Application Data**

(63) Continuation-in-part of application No. 16/537,593, filed on Aug. 11, 2019, now Pat. No. 11,097,759, which is a continuation-in-part of application No. 16/125,672, filed on Sep. 8, 2018, now Pat. No. 10,376,045, which is a continuation-in-part of application No. 15/962,262, filed on Apr. 25, 2018, now abandoned.

(51) **Int. Cl.**  
**B62B 3/02** (2006.01)  
**B62B 5/00** (2006.01)  
**B62B 3/10** (2006.01)  
**B62B 3/04** (2006.01)  
**B25H 1/00** (2006.01)

(52) **U.S. Cl.**  
CPC ..... **B62B 3/02** (2013.01); **B62B 3/022** (2013.01); **B62B 3/04** (2013.01); **B62B 3/108** (2013.01); **B62B 5/0083** (2013.01); **B25H 1/0007** (2013.01)

(58) **Field of Classification Search**  
CPC .. B62B 3/108; B62B 3/02; B62B 3/04; B62B 5/0083; B62B 3/022; B62B 3/008; B62B 3/10; B25H 1/0007  
See application file for complete search history.

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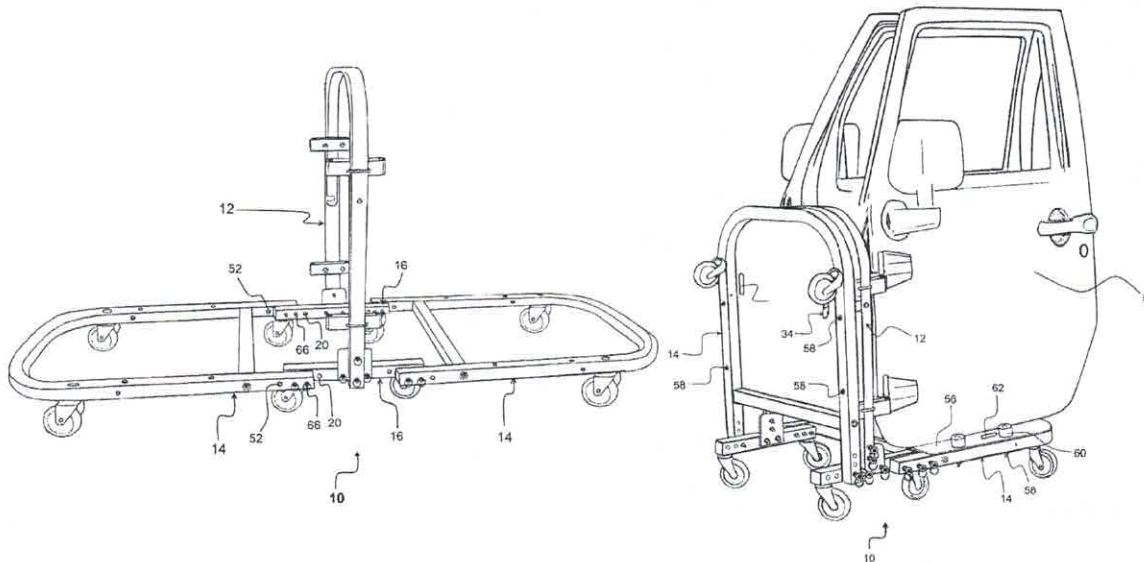
(Continued)

*Primary Examiner* — Kimberley S Wright  
(74) *Attorney, Agent, or Firm* — Peter Loffler

(57) **ABSTRACT**

A versatile transport rack uses a center frame and one or two outer frames that are pivotally attached to the center frame on opposing sides thereof. Hinge pin receiver pairs, having vertically aligned openings, are attached to each of one or two vertical rails extending upwardly from the center frame and receive door pin pairs of a vehicle door. Landing implements, such as castors or landing gear, are removably attached to the center frame, the outer frames or both. A deck plate can be attached to one or both of the outer frames.

**22 Claims, 7 Drawing Sheets**



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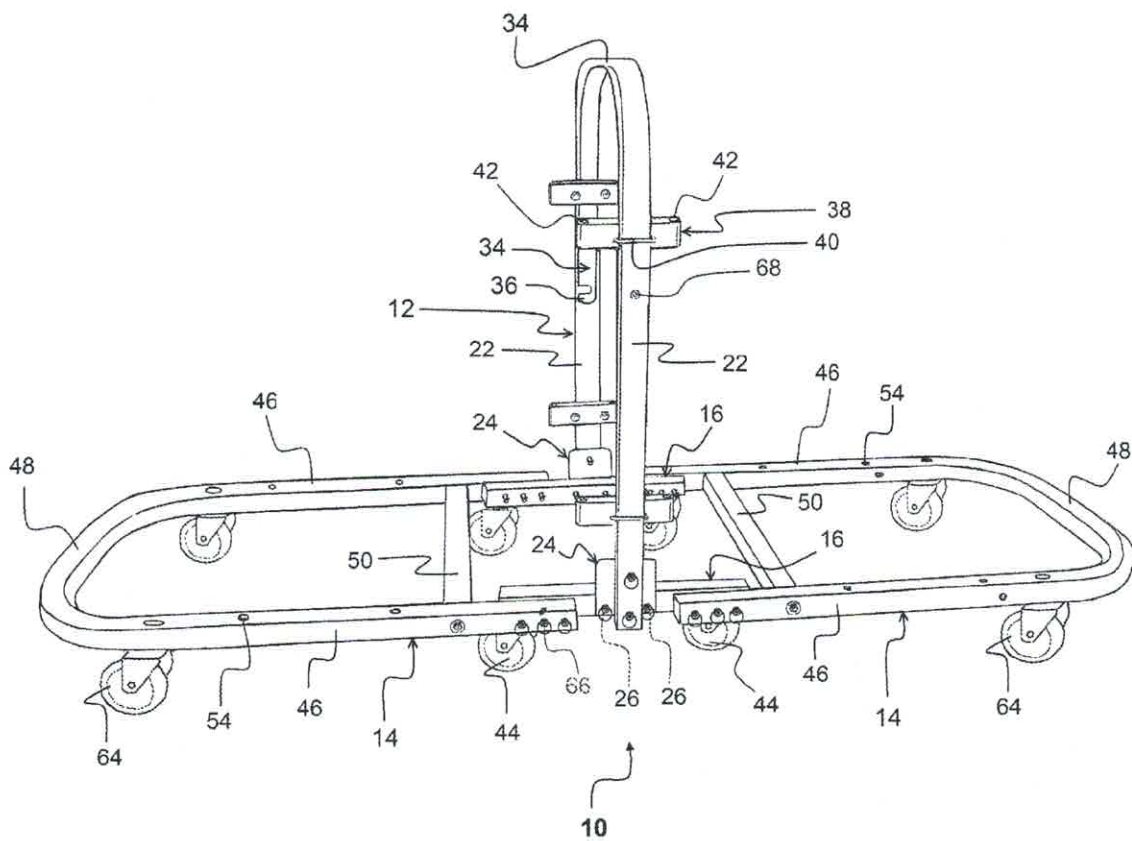


Fig. 1



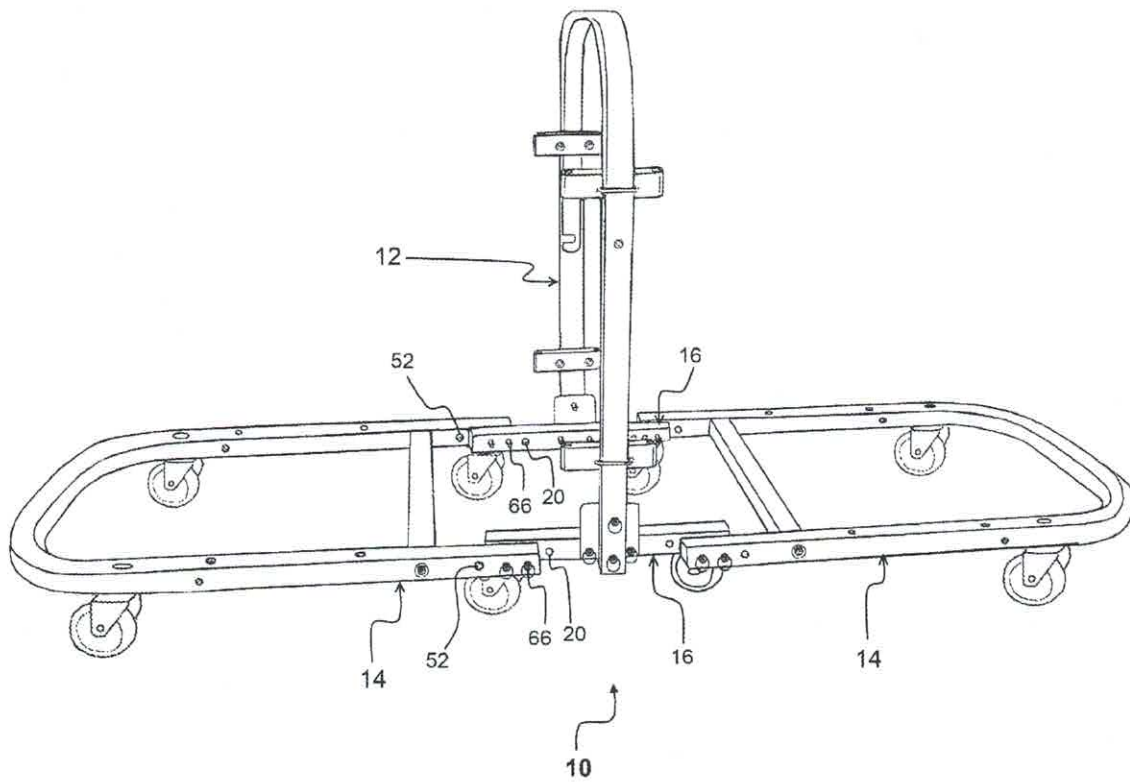


Fig. 2

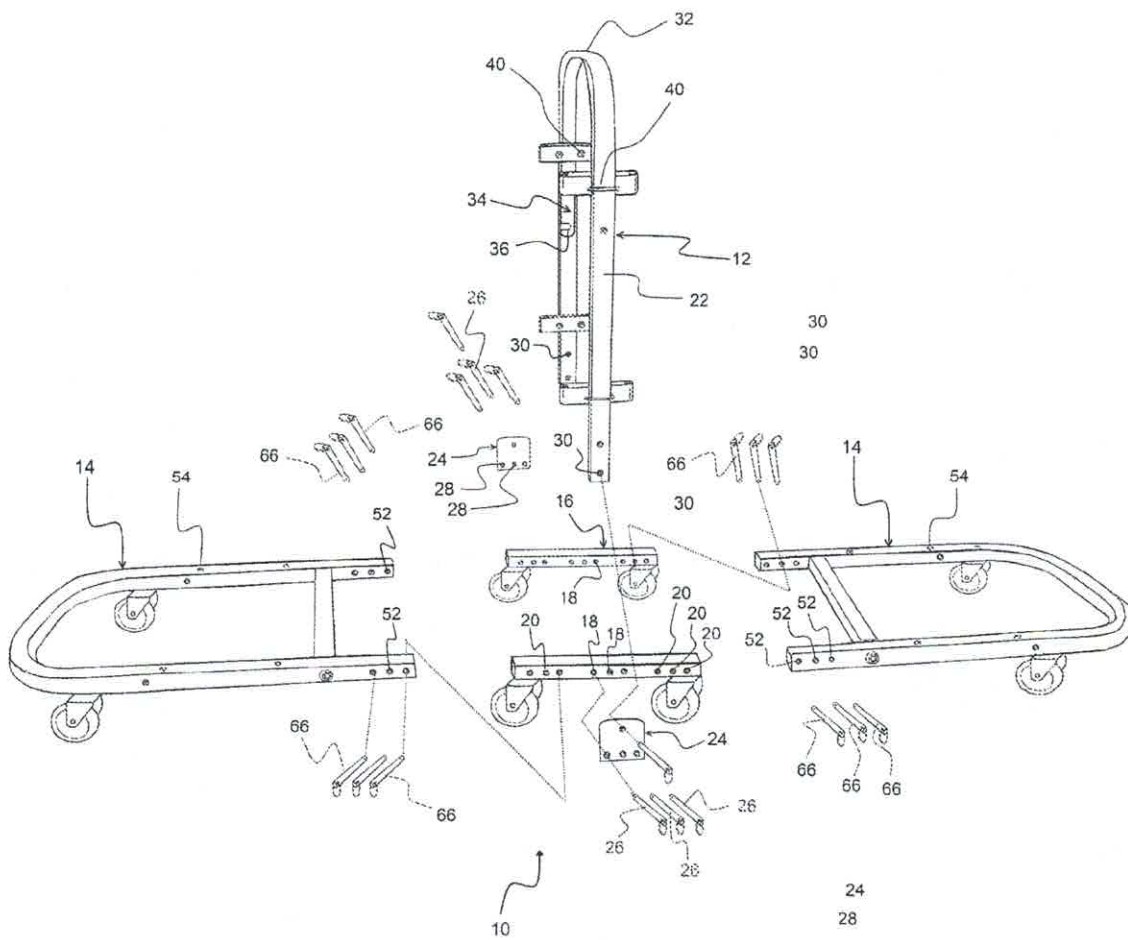


Fig. 3

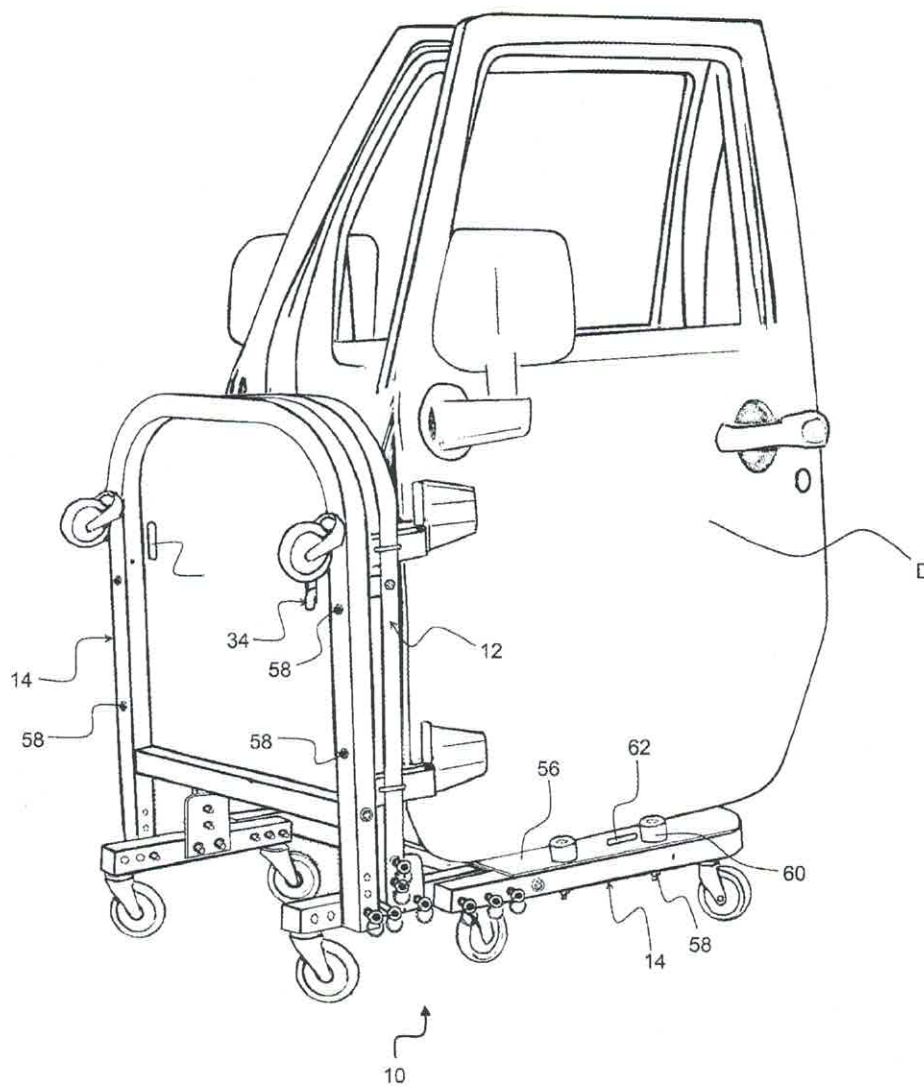


Fig. 4

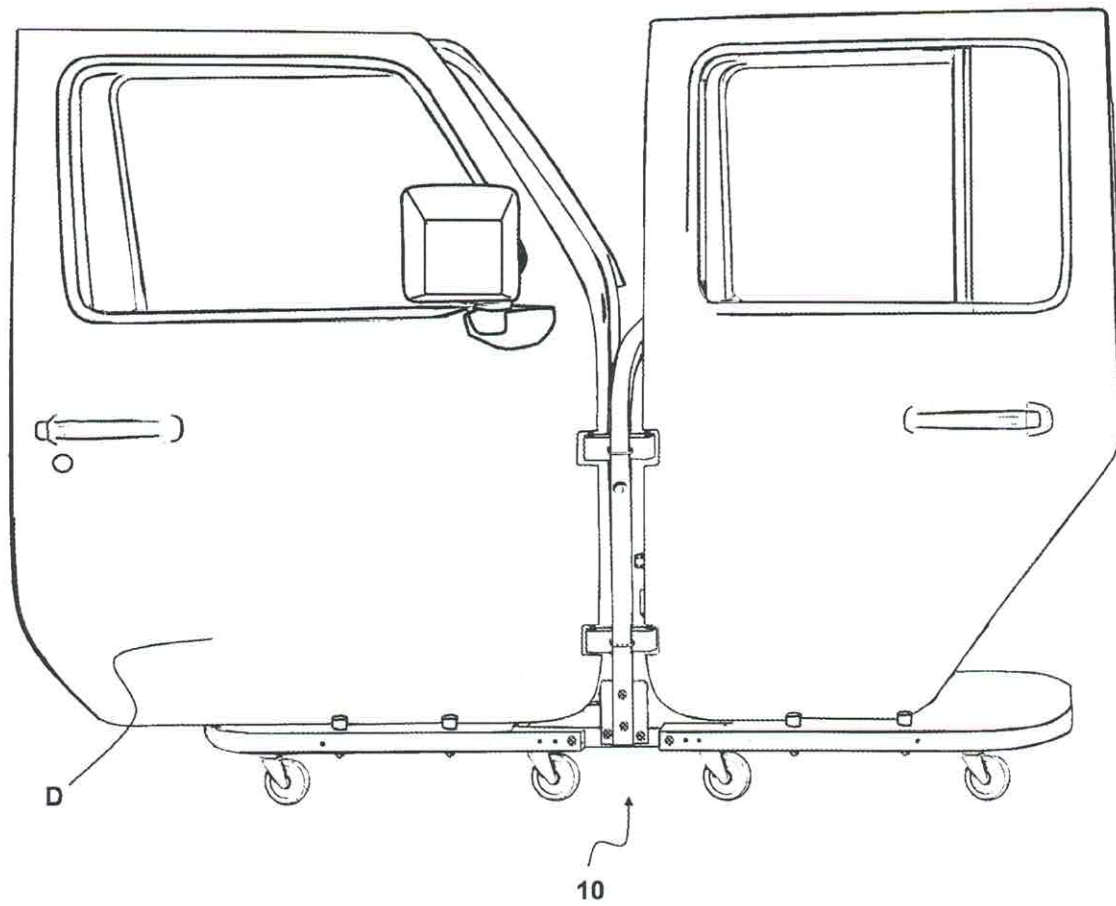


Fig. 5

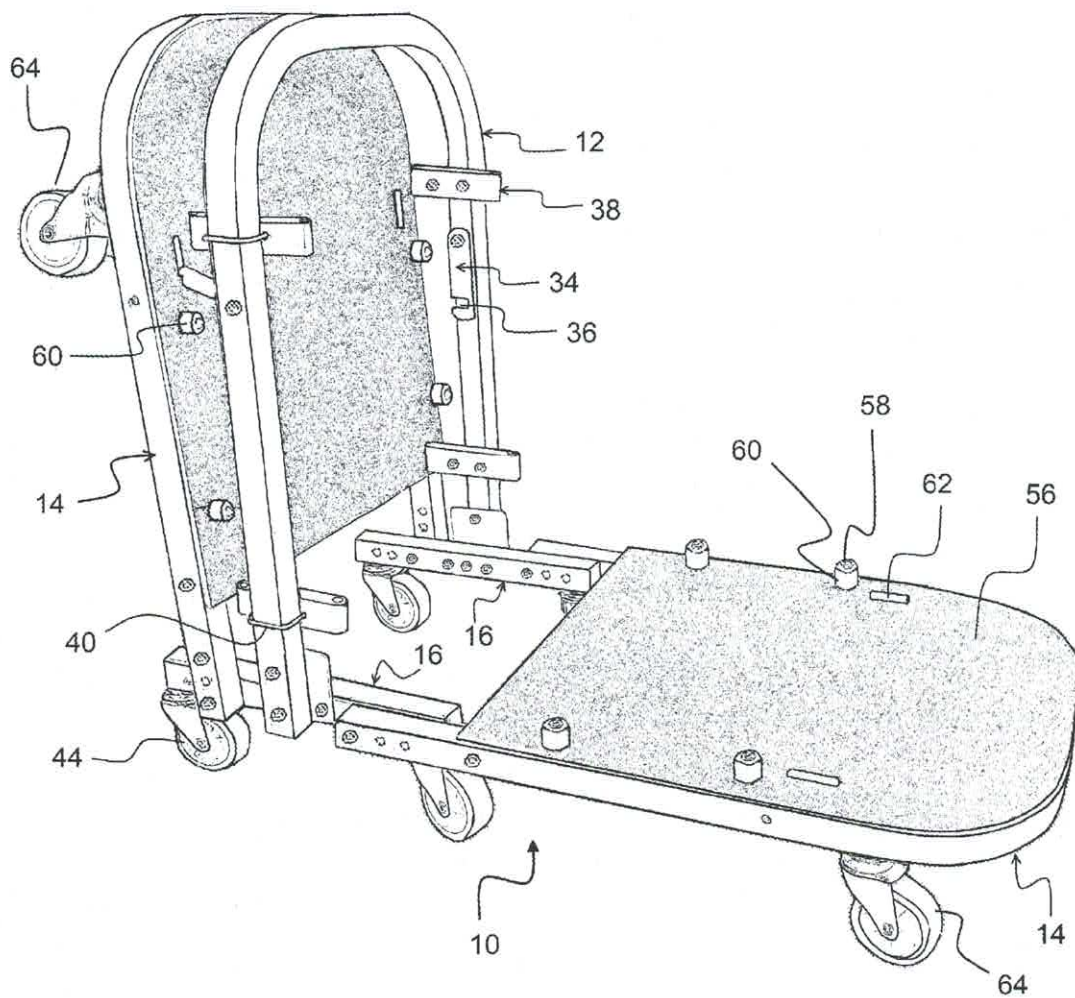


Fig. 6

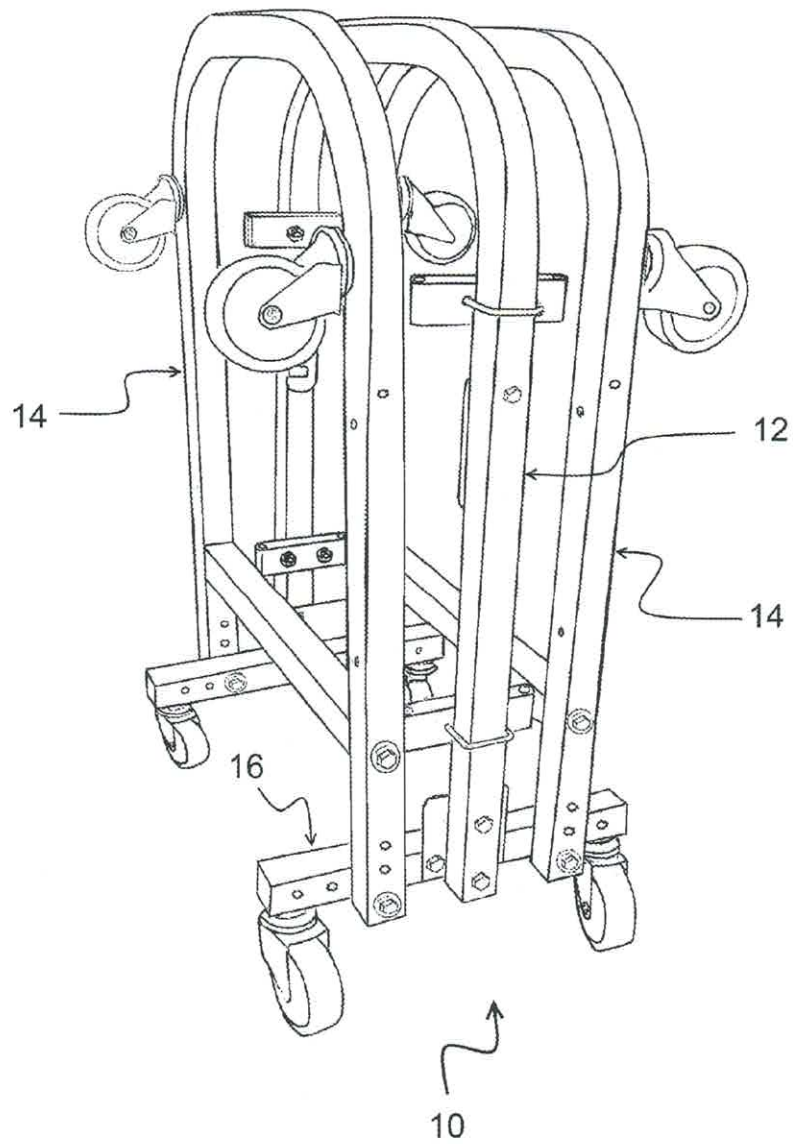


Fig. 7

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**VERSATILE ARTICLE SUPPORT DEVICE**

This application is a Continuation-In-Part of U.S. patent application Ser. No. 16/537,593, filed on Aug. 11, 2019, which is a Continuation-In-Part of U.S. patent application Ser. No. 16/125,672, filed on Sep. 8, 2018, now U.S. Pat. No. 10,376,045 issued on Aug. 13, 2019, which is a Continuation-In-Part of U.S. patent application Ser. No. 15/962,262, filed on Apr. 25, 2018, now abandoned, each of which is incorporated by reference herein in its entirety.

**BACKGROUND OF THE INVENTION**

## 1. Field of the Invention

The present invention relates to a ground supported rack that rests on the ground surface or rolls on, castors, the rack having a one or two sections of a horizontal base and an upwardly projecting vertical support so that the rack can hold various items supported by either its horizontal base or the vertical support, or both, the vertical support having receivers that receive door pins of vehicle doors.

## 2. Background of the Prior Art

Many people who enjoy outdoor activities own sport utility vehicles (SUVs) with doors that can be removed in order to give occupants more outdoor pleasure while riding in the vehicle. The doors, once removed, need to be stored in appropriate fashion in order to prevent damage to them, particularly paint damage. As such doors are relatively bulky and heavy, such storage is not an easy task. Laying the doors on a ground surface is not satisfactory as that can cause damage to the door, especially to its finish. Therefore, some devices are available for storing the doors, but such devices do not offer any purpose beyond this singular purpose of temporary door storage and are not otherwise of particular utility when not serving in their intended purpose and are they themselves relatively large and bulky.

What is needed is a device that is designed to easily and effectively hold one or more vehicle doors that are removed from a vehicle so as to prevent the doors from becoming damaged when stored off of the vehicle. Such a device must be able to easily move about the ground level when the doors are being held by the device. Such a device must have substantial utility beyond the task of holding and moving vehicle doors about so that the device is multipurpose in its functioning. Such a device must provide support for a variety of articles as defined by the user's needs and also be relatively small and compact when not in use for ease of storage or transport of the device.

**SUMMARY OF THE INVENTION**

The versatile article support device of the present invention addresses the aforementioned needs in the device by providing an article rack that is specifically configured to hold vehicles doors that are removed from a vehicle and easily move the doors about a ground surface as needed. The versatile article support device allows for quick and easy donning of the doors onto the device and doffing therefrom without the need for any specialized tools or other implements. The versatile article support device has substantial versatility beyond its door storing and transport function and can be quickly configured for a wide variety of diverse storage and transport tasks. The versatile article support device is of relatively simple design and construction, being

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produced using standard manufacturing techniques, so that the device is relatively inexpensive to produce so as to be economically attractive to potential consumers for this type of device. Use and maintenance of the versatile article support device is simple and straightforward. The versatile article support device is lightweight and compact in design and is collapsible for ease of storage and transport of the device.

The versatile article support device of the present invention is comprised of a center frame that has a first upper surface facing upwardly and an opposing first lower surface. The center frame also has pair of coextensive horizontally disposed center rails and a pair of vertical rails, each vertical rail extending upwardly from a respective one center rail and being oriented in generally normal fashion with respect to the center rails. A first outer frame has a pair of coextensive outer rails. The first outer frame has a second upper surface and a second lower surface. Each outer rail is attached to a respective one center rail of the center frame and is capable of pivoting with respect to the center rail allowing the outer frame to rotate between a first unfolded position wherein the outer rails and the center rails are aligned on a pair of parallel longitudinal axes and a first folded position wherein the outer rails abut (although not necessarily touch) the vertical rails. A first of hinge pin receiver has a first vertically disposed opening and is attached to one of the vertical rails while a second of hinge pin receiver has a second opening and is attached to the same vertical rail to which the first hinge pin receiver is attached and below the first hinge pin receiver. The first opening of the first hinge pin receiver and the second opening of the second hinge pin receiver align with one another so that a first axis passes longitudinally through the aligned first opening and the second opening. The first axis is also substantially parallel with the vertical rail to which the first hinge pin receiver and the second hinge pin receiver are attached. The first hinge pin receiver has a third opening and the second hinge pin receiver has a fourth opening such that the third opening of the first hinge pin receiver and the fourth opening of the second hinge pin receiver align with one another so that a second axis passes longitudinally through the aligned third opening and the fourth opening, the second axis also parallel with the first axis. A third of hinge pin receiver has a fifth vertically disposed opening and is attached to the other vertical rail (the vertical rail that does not have the first hinge pin receiver and second hinge pin receiver attached thereto). A fourth of hinge pin receiver having a sixth opening, the fourth hinge pin receiver attached to the same vertical rail to which the third hinge pin receiver is attached and below the third hinge pin receiver, such that the fifth opening of the third hinge pin receiver and the sixth opening of the fourth hinge pin receiver align with one another so that a third axis passes longitudinally through the aligned fifth opening and the sixth opening, the third axis also parallel with the vertical rail to which the third hinge pin and the fourth hinge pin receiver are attached. The third hinge pin receiver has a seventh opening and the fourth hinge pin receiver has an eighth opening such that such that the seventh opening of the third hinge pin receiver and the eighth opening of the fourth hinge pin receiver align with one another so that a fourth axis passes longitudinally through the aligned seventh opening and the eighth opening, the fourth axis also parallel with the third axis. A first landing implement is attached to the first lower surface of the center frame which may be a first castor attached to one of the center rails and a second castor attached to the other center rail. A second landing implement is attached to the second lower surface of the first outer

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frame and may be a third castor attached to one of first outer rails and a fourth castor attached to the other outer rail. A deck plate is attached to the second upper surface of the first outer frame. The first outer frame is lockable in the first folded position and is also lockable in the first unfolded position. At least one bumper is attached to the second upper surface of the outer frame either directly thereto or with a deck plate sandwiched between the two. A second outer frame is attached to the center frame on an opposing side relative to the side of the center frame to which the first outer frame is attached. This second outer frame is substantially similar in design and function relative to the first outer frame.

#### BRIEF DESCRIPTION OF THE DRAWINGS

FIG. 1 is a perspective view of the versatile article support device of the present invention.

FIG. 2 is a perspective view of the versatile article support device having a different length configuration relative to the configuration in FIG. 1.

FIG. 3 is a partially exploded perspective view of the versatile article support device.

FIG. 4 is an environmental view of the versatile article support device holding a pair of vehicle doors.

FIG. 5 is an environmental view of the versatile article support device holding two pairs of vehicle doors.

FIG. 6 is a perspective view of the versatile article support device in a partially folded configuration and utilizing optional deck plates.

FIG. 7 is a perspective view of the versatile article support device in a folded configuration.

Similar reference numerals refer to similar parts throughout the several views of the drawings.

#### DESCRIPTION OF THE PREFERRED EMBODIMENT

Referring now to the drawings, it is seen that the versatile article support device of the present invention, generally denoted by reference numeral 10, is comprised of a center frame 12 and one or two horizontally disposed outer frames 14, each outer frame 14 pivotally attached to the center frame 12 on opposing sides thereof.

The center frame 12 is comprised of a coextensive pair of center rails 16 such that each center rail 16 has a set of horizontally disposed center openings 18 and a set of horizontally disposed outer openings 20, one set each on opposing sides of the center openings 18 (if only one outer frame 14 is utilized, one set of outer openings 20 can be dispensed with). A pair of vertically disposed vertical rails 22 are attached to the center rails 16, one vertical rail 22 attached to each center rail 16. Attachment of each vertical rail 22 to its respective center rail 16 is via an appropriate bracket 24 such that appropriate pins 26 or bolts are passed through the center openings 18 and corresponding openings 28 on the bracket 24 and through openings 30 on the vertical rail 22—as seen the uppermost pin 26 or bolt is only passed through the opening 28 on the bracket and corresponding opening 30 on the vertical rail 22. The two vertical rails 22 are connected to one another by a top rail 32 in appropriate fashion or the two vertical rails 22 and the top rail 32 can be formed as a continuous member bent or otherwise configured into the desired shape and dimensions. A latch 34, having a hook 36 on its outer end, is attached to each vertical rail 22 in appropriate fashion so that the latch 34 is free to rotate thereabout.

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As seen, a pair of hinge pin receivers 38 is attached to at least one or possibly both of the vertical rails in any appropriate fashion (such as via the illustrated U-bolt 40). As seen, each pair of hinge pin receivers 38 is a body member that has a vertically disposed pin opening 42 therethrough on one or both ends of the body member. When a pair of the hinge pin receivers 38 is attached to one of the vertical rails 22, the hinge pin receivers 38 align with one another and the pin openings 42 likewise align with one another and face in a vertical orientation when attached to the center rails 16 as discussed below. The aligned pin openings 42 receive a pair of door pins from a door D of a vehicle in order to hold the door D thereby. The hinge pin receivers 38 are height adjustable on the vertical rails 22 by simply loosening the U-bolts 40 or other attachment means, moving the hinge pin receiver 38 to its new position and thereafter retightening the U-bolt 40 or other attachment means.

A first set of castors 44 is attached to the underside of each of the center rails 16.

Each outer frame 14 is comprised of a pair of coextensive outer rails 46 that are joined at their respective distal ends by an outer cross rail 48 in appropriate fashion or the two outer rails 46 and the outer cross rail 48 can be formed as a continuous member bent or otherwise configured into the desired shape and dimensions. One or more inner cross rails 50 connect the two outer rails 46 and the inner cross rails 50 are attached to each outer rail in appropriate fashion. As seen, each outer rail 46 has a series of horizontally disposed openings 52 located on each outer rail's proximal end. Vertically disposed openings 54 can be provided on the outer frame 14 specifically on each outer rail 46 and possibly on the outer cross rail 48 and/or the inner cross rail(s) 50.

An optional deck plate 56 can be attached to the upper surface of each outer frame 14 by passing appropriate screws 58 through openings (not separately numbered) on the deck plate 56 that correspond with the vertically disposed openings 54 on outer frame 14. As seen, the screws 58 can also secure soft material (plastic, rubber, neoprene, etc.) bumpers 60 to an upper surface of the deck plate 56 by passing the screws through an appropriate opening on the bumper 60 before passing through the opening on the outer frame 14. The deck plate 56 has one or more slits 62 thereon.

A second set of castors 64 is attached to the underside of each of the outer frames 14. Either the first set of castors 44 and/or the second set of castors 64 can be attached to its respective frame 12 or 14 by an offset bracket (not illustrated) in order to align all the castors 44 and 64 on each side of the versatile article support device 10 on a single longitudinal axis.

The center frame 12 and the outer frames 14 are each made from an appropriate sturdy material such as aluminum or plastic.

In order to use the versatile article support device 10 of the present invention, each outer frame 14 is attached to the center frame by positioning each outer rail 46 of the outer frame 14 with a respective one center rail 16 of the center frame 12 so that the horizontally disposed openings 52 on the outer rail 46 align with the outer openings 20 on the center rail 16. Two or more pins 66 are passed through the aligned openings 52 and 20 such that one of the pins 66 (advantageously the innermost pin 66) acts as a pivot pin and the other pin(s) 66 act to secure the outer frame 14 in a substantially horizontal position when the device is on a ground surface—it is noted that only two sets of aligned openings 20 and 52 are needed with one pin 66 acting as the pivot pin and the other pin 66 holding the outer frame 14 in its unfolded position, however providing more than two



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outer openings 20 on the center rail 16 and/more than two openings 52 on the outer rails 46, allows a user to vary the overall length of the device when the outer frame 14 is in the unfolded position as best seen in FIGS. 1 and 2. After each outer frame 14 is so attached, the hinge pin receivers 38 are height adjusted so as to be able to receive the door pins of the vehicle doors therein. Additional items can be placed on the deck plate 56 or otherwise attached to the device as appropriate. The versatile article support device 10, once loaded can be wheeled as desired via the castors 44 and 64. If a deck plate 56 is provided, the bumpers 60 help prevent the door D from swinging outwardly without scratching the door D. The bumpers 60 can be attached directly to the outer frame 14.

If desired, one of the outer frames 14, if its use is not needed, or both of the outer frames, 14 if the versatile article support device 10 is to be stored or transported unloaded, can be folded into abutting relationship with the vertical rails 22. In order to accomplish this, all but one of the pins 66 that connect the outer frame 14 to the center frame 12 on each side of the device are removed, allowing the outer frame 14 to pivot about the remaining pin 66 on each side of the device. The outer frame 14 is rotated from its unfold horizontal position to its folded position abutting the vertical rails 22 of the center frame 12. If the deck plate 56 is being used, the latch 34 is passed through the slit 62 on the deck plate 56 such that the hook 36 of the latch 34 engages the deck plate 56 and locks the outer frame 14 in its folded position. Each vertical rail has a securement pin 68 so that the latch 34 can engage the securement pin 68 in order to lock the outer frame 14 in its folded position if a deck plate 56 is not present on the outer frame 14. Of course, other means of locking the outer frame 14 in its folded position can be used such as magnets, straps, etc.

It is expressly recognized that either the first set of castors 44 or the second set of castors 64, or both sets can be eliminated so that the device rests on a surface via its frames 12 and 14. Additionally, in lieu of the first set of castors 44 or the second set of castors 64, landing gear (not illustrated—similar to landing gear of a trailer of a tractor-trailer set or a kickstand) can be used, which landing gear may be fixed, possibly telescoping, or can be folded and unfolded as needed.

While the invention has been particularly shown and described with reference to an embodiment thereof, it will be appreciated by those skilled in the art that various changes in form and detail may be made without departing from the spirit and scope of the invention.

I claim:

1. A rack comprising:

- a center frame having a pair of coextensive horizontally disposed center rails each having a first upper surface and an opposing first lower surface, the center frame also having a pair of vertical rails, each vertical rail extending upwardly from a respective one center rail;
- a first outer frame having a pair of coextensive first outer rails and having a second upper surface and an opposing second lower surface, such that each first outer rail is attached to a respective one center rail via a pair of first pins that each pass through a respective one of the first outer rail and through a respective one center rail with the first outer frame pivoting with respect to the center frame about the pair of first pins such that the first outer frame is capable of rotating between a first unfolded position wherein the first outer rails and the center rails are aligned on first parallel longitudinal

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axes and a first folded position wherein the first outer rails each abut one of the vertical rails and such that the first outer frame is locked into the first unfolded position via a pair of second pins that each pass through a respective one of the first outer rail and through a respective one center rail;

- a first of hinge pin receiver having a first vertically disposed opening, the first hinge pine receiver attached to one of the vertical rails; and
  - a second of hinge pin receiver having a second opening, the second hinge pin receiver attached to the same vertical rail to which the first hinge pin receiver is attached and below the first hinge pin receiver, such that the first opening of the first hinge pin receiver and the second opening of the second hinge pin receiver align with one another so that a first axis passes longitudinally through the aligned first opening and the second opening, the first axis also parallel with the vertical rail to which the first hinge pin and the second hinge pin receiver are attached.
2. The rack as in claim 1 wherein the first hinge pin receiver has a third opening and the second hinge pin receiver has a fourth opening such that such that the third opening of the first hinge pin receiver and the fourth opening of the second hinge pin receiver align with one another so that a second axis passes longitudinally through the aligned third opening and the fourth opening, the second axis also parallel with the first axis.
3. The rack as in claim 1 further comprising:
- a third of hinge pin receiver having a third vertically disposed opening, the third hinge pin receiver attached to the vertical rail that does not have the first hinge pin receiver attached thereto; and
  - a fourth of hinge pin receiver having a fourth opening, the fourth hinge pin receiver attached to the same vertical rail to which the third hinge pin receiver is attached and below the third hinge pin receiver, such that the third opening of the third hinge pin receiver and the fourth opening of the fourth hinge pin receiver align with one another so that a second axis passes longitudinally through the aligned third opening and the fourth opening, the second axis also parallel with the vertical rail to which the third hinge pin and the fourth hinge pin receiver are attached.
4. The rack as in claim 3 wherein the first hinge pin receiver has a fifth opening and the second hinge pin receiver has a sixth opening such that such that the fifth opening of the first hinge pin receiver and the sixth opening of the second hinge pin receiver align with one another so that a third axis passes longitudinally through the aligned fifth opening and the sixth opening, the third axis also parallel with the first axis and the third hinge pin receiver has a seventh opening and the fourth hinge pin receiver has an eighth opening such that such that the seventh opening of the third hinge pin receiver and the eighth opening of the fourth hinge pin receiver align with one another so that a fourth axis passes longitudinally through the aligned seventh opening and the eighth opening, the fourth axis also parallel with the second axis.
5. The rack as in claim 1 further comprising a first landing implement attached to the first lower surface of the center frame.
6. The rack as in claim 5 wherein the first landing implement is a first castor attached to one of the center rails and a second castor attached to the other center rail.

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7. The rack as in claim 1 further comprising a first landing implement attached to the second lower surface of the first outer frame.

8. The rack as in claim 7 wherein the second landing implement is a first castor attached to one of the first outer rails and a second castor attached to the other first outer rail.

9. The rack as in claim 1 further comprising a deck plate attached to the second upper surface of the first outer frame.

10. The rack in claim 1 wherein the first outer frame is lockable in the first folded position.

11. The rack in claim 1 wherein the first outer frame is lockable in the first unfolded position.

12. The rack as in claim 1 further comprising a bumper attached to the second upper surface of the first outer frame.

13. The rack as in claim 1 further comprising a second outer frame having a pair of coextensive second outer rails and having a third upper surface and an opposing third lower surface, such that each second outer rail is attached to a respective one center rail on an opposing side of the center rail with respect to the attachment side of the first outer frame, the second outer frame pivoting with respect to the center frame such that the second outer frame is capable of rotating between a second unfolded position wherein the second outer rails and the center rails are aligned on second parallel longitudinal axes and a folded position wherein the second outer rails each abut one of the vertical rails.

14. The rack as in claim 13 further comprising a first landing implement attached to the first lower surface of the center frame.

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15. The rack as in claim 14 wherein the first landing implement is a first castor attached to one of the center rails and a second castor attached to the other center rail.

16. The rack as in claim 13 further comprising:  
a first landing implement attached to the second lower surface of the first outer frame; and  
a second landing implement attached to the third lower surface of the second outer frame.

17. The rack as in claim 16 wherein the first landing implement is a first castor attached to one of the first outer rails and a second castor attached to the other first outer rail and the second landing implement is a third castor attached to one of the second outer rails and a fourth castor attached to the other second outer rail.

18. The rack as in claim 13 further comprising a first deck plate attached to the second upper surface of the first outer frame.

19. The rack as in claim 18 further comprising a second deck plate attached to the third upper surface of the second outer frame.

20. The rack in claim 13 wherein the first outer frame is lockable in the first folded position.

21. The rack in claim 13 wherein the first outer frame is lockable in the first unfolded position.

22. The rack as in claim 13 further comprising a bumper attached to the second upper surface of the first outer frame.

\* \* \* \* \*

# **EXHIBIT B**

Digitally Signed By: United States Patent and Trademark Office  
Location: United States Patent and Trademark Office  
Date: 2022.05.26 22:00:16 -04'00'

# United States of America

## United States Patent and Trademark Office

# EZ DOOR CART

**Reg. No. 6,745,183**

**Registered May 31, 2022**

**Int. Cl.: 20**

**Trademark**

**Principal Register**

Alan Poudrier (UNITED STATES INDIVIDUAL)  
1103 Chip Lane  
Niceville, FLORIDA 32578

CLASS 20: storage racks to hold vehicle doors

FIRST USE 5-24-2021; IN COMMERCE 5-24-2021

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown: "DOOR CART"

SER. NO. 90-733,941, FILED 05-25-2021



*Katherine Kelly Vidal*

Director of the United States  
Patent and Trademark Office



# **EXHIBIT C**

## LICENSE AGREEMENT

This "License Agreement" ("Agreement") is made effective this 14 day of July, 2021 (the "Effective Date"), by and between **RackAbilities, LLC**, a limited liability corporation duly organized under the laws of the State of Florida and having a principal place of business at 1103 Chip Lane, Niceville FL 32578 (hereafter as "LICENSOR") and **Elecor MFG, LLC**, a limited Liability Corporation, duly organized under the laws of the State of Connecticut and having its principle place of business at 95 Johnson Street, Waterbury, CT 06447 (hereafter "Licensee"), and who agree as follows:

WHEREAS, LICENSOR certifies, warrants and attests that LICENSOR is the holder and sole owner of all right, title and interest in and to U.S. Patent No. 10,981,588 (the "Patent"); and patent application 16/537593, currently pending at the U.S. Patent and Trademark Office and which has been granted a Notice of Allowance that the LICENSEE sells.

WHEREAS, LICENSOR wishes to grant and convey to LICENSEE an exclusive license in and to the Patent; and

WHEREAS, LICENSEE wishes to obtain from LICENSOR an -exclusive license to use, develop, and exploit the Patent and patent application 16/537593 , all on the terms and conditions set forth in this Agreement,

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### 1. Definitions

The terms set forth in initial upper case letters in this Agreement shall have the meanings established for such terms in this and in succeeding articles of this Agreement.

1.1 "Affiliate" of either party means any person or juridical entity (collectively "Person") that directly or indirectly through one or more intermediaries controls, is controlled by, or is under common control with, the Party, including the power to direct or cause the direction of the management and policies of a Person, whether through the beneficial ownership of more than twenty-five percent (25%) of the equity securities of such Person, or by the election or appointment of a majority of directors, by contract or otherwise.

1.2 "Confidential Information" means the proprietary information of a party which is disclosed to the other Party under this Agreement, other than that information which the receiving Party can establish (a) was in the public domain at the time it was delivered to the receiving Party; or (b) has entered the public domain following delivery to the receiving Party, but by means other than by disclosure which is contrary to the provisions of this Agreement; or (c) is disclosed to the receiving Party by a third party who is under no obligation of confidentiality to the disclosing Party; or (d) was already known to the receiving Party prior to disclosure, as evidenced by business records of the receiving Party.



1.3 “Effective Date” means the date first entered above, subject to Paragraph 4.1(a) below.

1.4 “Improvement” means any Invention related to LICENSOR’S Technology which is made or acquired by a party to more advantageously use LICENSOR Technology or to more advantageously produce Licensed Products therefrom, and which is not subject to any legal or contractual restrictions prohibiting such party from granting rights therein to others.

1.5 “Intellectual Property” means all of LICENSOR’S patents, trademarks, licenses, trade secrets, inventions, know-how, proprietary intellectual property rights, confidential business information (including research and development, manufacturing and production processes and techniques and pricing and cost information) and similar intangibles (including all variants thereof, applications therefore and renewals or extensions thereof).

1.6 “Invention” means a novel, useful and non-obvious process, machine, composition of matter, or article of manufacture, and any novel, useful and non-obvious improvement thereof.

1.7 “Licensed Patent” means exclusively Patent number 10,918,588. and Patent application 16/537591. No other patent, patent application, or any other intellectual property now owned or hereafter acquired by LICENSOR is part of or otherwise included in this Agreement.

1.8 “Licensed Products” means any product or system covered by one or more claims of any of the Licensed Patent, including any product or system which is covered under one or more claims of the Licensed Patent.

1.9 “Sold” means the transfer of any Licensed Product to a third party, whether actual consideration is received or not, other the transfer of any Licensed Product for the sole purposes of routine testing, demonstrations, or which are sold and thereafter returned.

1.10 “Territory” means any region, nation, country or political subdivision of the world, and all international waters of the world.

1.11 “Trade Secret” means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that: (i) derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

## 2. License



In consideration of the premises and promises made by Licensee hereunder, LICENSOR agrees to grant, and hereby grants, Licensee and its Affiliates, the following rights and licenses.

2.1 LICENSEE shall have an exclusive right and license under the Licensed Patent to make, have made, use, sell, market and distribute, import, lease, or otherwise dispose of Licensed Product in the Territory. LICENSOR shall have the right to make, have made, use, and sell 240 units of the Licensed Product each year that this agreement is in effect. All LICENSOR sales of the product that exceed the 240 unit limit shall be fulfilled with the LICENSEE'S product.

2.2 The LICENSEE will provide the LICENSOR with the product at wholesale cost not exceeding the minimum wholesale cost that the LICENSOR provides to other distributors, wholesalers, and/or retailers of the Licensed Product within 31 calendar days of an order being placed by the LICENSOR. In the event of unforeseen circumstances (manufacturing and/or shipping delays) which may contribute to LICENSEE'S inability to deliver units to the LICENSOR within 31 calendar days, such delays shall NOT constitute a breach of this agreement by the LICENSEE. The LICENSOR reserves the right to manufacture and distribute units in excess of 240 if the LICENSEE cannot fulfill orders placed by the LICENSOR within 31 calendar days. Orders for units that are manufactured by the LICENSOR which cannot be fulfilled by the LICENSEE may be in excess of 240 units and shall NOT constitute a breach of this agreement.

LICENSEE shall honor all warrantee claims that are directly related to deficiencies of the LICENSEE'S product.

2.3 LICENSEE shall have an exclusive right and license to use and commercially exploit any Improvements to the Licensed Patent and/or Licensed Know-How, whether developed by either LICENSOR or LICENSEE, that may be useful in the exercise of LICENSEE'S rights within the grant of license hereunder.

2.4 In accordance with LICENSEE'S exclusive rights hereunder, LICENSOR shall refrain from granting any other licenses in the Licensed Technology to any other persons or entities.

2.5 No other, further, or different license is hereby granted or implied, and LICENSOR hereby reserves all other rights under the Licensed Patent and Licensed Know-How not expressly granted. This agreement shall not operate to grant a license to any subsequent patents developed by LICENSOR, which, if obtained by LICENSOR, may, but need not necessarily be the subject of other agreements between the parties hereto except as expressly provided in Section 6.1.

3. **Term and Termination**





3.1 The licenses granted hereunder shall be in effect for a term of one year, subject to being automatically renewed every year for an additional one year term, up to the life of the last expiring patent that forms a part of this agreement.

3.2 Breach Should LICENSEE materially breach any provision of this Agreement, and if such material breach should not be cured within thirty (30) days following LICENSEE'S receipt of LICENSOR'S notice of default that specifies the breach with particularity, then thereafter LICENSOR shall, at LICENSOR'S option, be entitled to immediately cancel this Agreement, in which event LICENSOR shall be entitled to an immediate written accounting of all royalties or other fees due hereunder .

3.3 This Agreement may be terminated only for cause by LICENSOR. Termination for cause may arise upon a breach by LICENSEE of the terms of this Agreement. Upon such an alleged breach, LICENSOR shall give written notice specifying the conditions of the breach and stating its intent to terminate the Agreement if the breach is not promptly cured. LICENSEE shall have thirty (30) days from the date of receipt thereof to take corrective action to cure such alleged breach. If such breach is not cured by the end of the thirty (30) day period, LICENSOR shall thereafter have the right to terminate this Agreement at any time thereafter, effective immediately upon delivery of a written termination notice to LICENSEE. Additionally, the bankruptcy, whether initiated by LICENSEE or any other person or entity or the insolvency of LICENSEE is considered cause under which LICENSOR may terminate this Agreement immediately. Additionally, in the event of insolvency of the LICENSEE or bankruptcy being initiated by, for or against LICENSEE, LICENSOR shall be free to make, have made, use, sell, market and distribute, import, lease, or otherwise dispose of Licensed Product in the Territory and not be constrained by the limits of Paragraph 2.1 above.

3.4 Rights and Obligations Upon Termination. Upon termination of this Agreement, by virtue of a breach, mutual agreement, or by expiration of the Patents as renewed or extended, LICENSEE shall, within 10 days of such termination, give a final accounting to LICENSOR as to all sales and inventory. Inventory remaining as of the date of this final accounting shall be treated, for purposes of computing royalties herein, as having been sold during the duration of this Agreement, and all royalties shall be immediately paid to LICENSOR, provided that LICENSEE shall be entitled to sell such inventory that incorporates Patent Rights. LICENSEE shall be entitled to retain such License rights as may be reasonably necessary to complete all warranty obligations as to all Licensed Products sold by LICENSEE under this Agreement.

3.5 In the event of termination by either party, LICENSEE and its Affiliates shall immediately cease manufacturing Licensed Products and shall deliver to LICENSOR at its business address and all prototypes and molds associated with the Licensed Patent, which molds remain the property of EASY throughout the entire term of this Agreement.

3.6 Each Party's rights of termination hereunder shall be in addition to and not in substitution for any other remedies that may be available to such party, and waiver by a party of a prior default shall not deprive such party of its rights of termination hereunder.

4 **Royalty Payments**



4.1 For the rights and privileges granted under this license, LICENSEE will pay to LICENSOR, in the manner hereinafter provided, for the term of this Agreement, as extended or renewed, a royalty of the greater of the following:

(a) At the time of execution of this Agreement, an advance payment of the minimum royalty per year of twenty-five thousand dollars (\$25,000.00), plus any accrued Royalty payments for units already sold by LICENSEE shall be paid to the LICENSOR. This Agreement is not effective until LICENSOR'S receipt of this payment, and upon receipt, this Agreement becomes effective as of the date noted above

(b) A Royalty of five (5) percent of the purchase order price of each unit ordered or obtained by LICENSEE. Irrespective of the actual purchase order price, the purchase order price shall not be below that price as would be reached in an arm's length transaction between two nonaffiliated parties.

(c) Irrespective of the number of units ordered by LICENSEE, the minimum royalty per year of twenty-five thousand dollars (\$25,000.00). This amount shall not be credited against future years' royalties

(d) In the event that the LICENSOR manufactures and delivers product to the LICENSEE as stated in 2.1, the parties shall agree to pricing independent of this Agreement and no royalties shall be calculated based on units provided to the LICENSEE by the LICENSOR.

4.2 No later than the fifteen days after the end of each calendar quarter, LICENSEE shall deliver to LICENSOR a true and accurate report, setting forth: (a) the number of Licensed Products ordered in the preceding calendar quarter, and (b) the calculated Royalty owed to LICENSOR as of that quarter. Within Thirty (30) days from the delivery of each report, LICENSEE shall pay to LICENSOR the Royalty or Minimum Royalty, as applicable, due for the period covered by such report. If the minimum payment of \$25,000 exceeded the royalty calculations and payments as set forth in 4.1(b) it shall be so reported and no further royalties are due for the current 12 month term of the Agreement.

#### 5. LICENSOR'S Audit Rights

LICENSOR shall have the right to audit the books and records related to the licensed product of LICENSEE in accordance with this Section at any time, however no more than once per calendar year, and upon at least 10 day's reasonable notice. LICENSOR shall designate an accounting firm (the "Auditor") to perform the audit. The Auditor shall, during regular business hours at LICENSEE'S offices, on such dates and at such times as are mutually agreeable between LICENSOR and LICENSEE, and in such a manner that does not unreasonably interfere with LICENSEE'S normal business activities, have the right to inspect and audit the books and records of LICENSEE relating to any payments owed and whatever records, documents or information required to accurately audit Production and Sales to LICENSEE hereunder; provided that, prior to any inspection or audit, the Auditor shall sign a confidentiality agreement with LICENSEE covering the documentation subject to review. If any audit discloses underpayments



of ten percent (10%) or more of the amount LICENSEE should have actually paid to LICENSOR, LICENSEE shall bear all of the costs for such Auditor. Should a deficiency of ten (10%) percent or more be found, and following LICENSEE'S failure to take the appropriate remedial action within thirty (30) days after receipt of LICENSOR'S written notice of default, then LICENSEE shall be deemed to be in substantial breach of this Agreement and it will be canceled subject to any provisions that survive this agreement

6. **Ownership of Improvements**

6.1 All improvements, refinements, and modifications made by LICENSEE to the Licensed Product or any component, subsystem, or process relating to the Licensed Product (the "Improvements") shall belong to and are the property of LICENSEE.

6.2 All improvements, refinements, and modifications made by LICENSOR to the Licensed Product or any component, subsystem, or process relating to the Licensed Product (the "Improvements") shall belong to and are the property of LICENSOR.

7. **Defense of Patent**

The Parties agree that the Patent is believed to be valid and LICENSOR and LICENSEE shall each have the right, but not the obligation, to enforce the Patent against any one or more alleged incidents of infringement, or defend any challenges to the unenforceability or invalidity of the Patent, from time to time, and the party so enforcing or defending the Patent shall be solely responsible for the expenses incurred by such party, including but not limited to expert fees, travel expenses, attorney's fees and the time utilized by each party's personnel, and shall not be entitled to reimbursement from the other party. In the event that LICENSOR shall so enforce the Patent, LICENSEE agrees to cooperate with LICENSOR in maintaining such action and any recovery in such action shall belong solely to LICENSOR.

8. **Additional Warranties**

8.1 LICENSOR represents and warrants to LICENSEE as follows.

(a) LICENSOR owns or has the right to use, sell or license all Intellectual Property licensed to LICENSEE hereunder; the rights of LICENSOR in the Intellectual Property licensed to LICENSEE hereunder are free and clear of all liens, mortgages, pledges, security interests and, to its knowledge, other adverse claims. LICENSOR further warrants that it has no knowledge of any infringement or violation of LICENSOR'S rights in and to the Licensed Patent, or any formal interference, cancellation or opposition proceeding to or conflict with any of such rights in the Intellectual Property licensed to LICENSEE hereunder.

(b) The Licensed Patent is believed to be currently in compliance with formal legal requirements (including payment of filing, examination and maintenance fees), and to LICENSOR'S knowledge is valid and enforceable.



(c) Neither the manufacture, marketing, license, sale or intended use of any Licensed Product violates or will violate any license or agreement between LICENSOR and any person or entity relating to such product, or, to the knowledge of LICENSOR, infringes any intellectual-property right of any other party, and to the knowledge of LICENSOR, there is no pending or threatened claim or litigation contesting the validity and ownership by LICENSOR or right to use, sell, license or dispose of any Intellectual Property licensed to LICENSEE hereunder, nor has LICENSOR received any notice asserting that any Intellectual Property licensed to LICENSEE hereunder or the proposed use, sale, license or disposition thereof conflicts or will conflict with the rights of any other person or entity. No Licensed Patent has been or is now involved in any interference, reissue, reexamination or opposition hearing. To the knowledge of LICENSOR, there is no potentially interfering patent or patent application of any other person or entity.

(d) LICENSOR has not received any written notice that any current or prior manager, officer, employee or consultant of LICENSOR has claimed an ownership interest in any Intellectual Property licensed to LICENSEE hereunder as a result of having been involved in the development of such property while employed by or consulting with LICENSOR or otherwise, nor to the knowledge of LICENSOR does any such person have any such ownership interest in any Intellectual Property licensed to LICENSEE hereunder.

(e) LICENSOR shall cooperate with LICENSEE in LICENSEE'S efforts to obtain any governmental approvals required for the manufacture, design, testing, marketing, distribution, promotion, and sale of the Licensed Products.

(f) If a claim of patent infringement is brought against LICENSEE based on LICENSEE'S practice of the Licensed Patent in its manufacture or having manufactured, or its use, sale, importation, lease, or other disposal of Licensed Products, LICENSEE will notify LICENSOR of such claims. LICENSOR shall use its best efforts to cooperate with and assist LICENSEE in LICENSEE'S defense of any such claims.

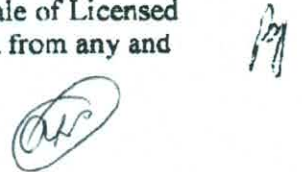
8.2 LICENSEE represents and warrants to LICENSOR as follows:

(a) LICENSEE has full power to execute and perform this Agreement in accordance with its terms; the transactions contemplated hereby have been duly authorized by all requisite corporate action of LICENSEE and its Affiliates. Neither entering into this Agreement nor performing any of LICENSEE'S obligations hereunder violates or will violate any license or agreement between LICENSEE and any person or entity.

(b) LICENSEE agrees to include a notice of the Licensed Patent on documents accompanying the sale of any Licensed Products to third parties.

9. **Hold Harmless and Indemnity; Insurance**

LICENSEE shall be solely responsible for any and all claims, loss or damage arising from or related to LICENSEE'S use, manufacture, distribution, marketing, and sale of Licensed Products, and hereby agrees to defend, indemnify and hold harmless LICENSOR from any and

Handwritten signature and initials in the bottom right corner of the page.

all such claims, loss or damage, including without limitation attorney's fees. LICENSEE hereby warrants it has purchased and will maintain in full force and effect, at all times during the existence of this Agreement, an "occurrence" (versus "claims made") policy of insurance, naming LICENSOR as an "additional insured," or "co-insured," in a minimum amount of one million U.S. Dollars (\$1,000,000.00) that insures against all product liability claims made against LICENSOR or LICENSEE that arise from the development, design, manufacture, use, sale or maintenance of the Licensed Products. LICENSEE shall provide to LICENSOR a certificate of insurance prior to manufacture of Licensed Products, and shall provide additional certificates if any changes take place with regard to this coverage. LICENSEE shall hold LICENSOR harmless from any claims or actions arising from LICENSEE'S negligence or misconduct or from any actions for infringement of any rights of third parties including without limitation, patent rights of such third parties.

9.2 Limitation of Liability; Exclusion of Implied Warranties. The only warranties made by LICENSOR under the terms of this Agreement are those expressly contained herein. **NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, are made by LICENSOR, its agents, employees, officers, or directors. In particular, this Agreement expressly disavows and excludes any warranties as to merchantability, fitness for a particular purpose, or any and all other implied warranties.** The parties hereby represent that this exclusion of warranties language, and the limitation of liability language contained below, are an essential part of this Agreement, and that this Agreement would not have been entered by LICENSOR absent these exclusions and limitations. The parties agree that these limitations are commercially reasonable under the circumstances of this Agreement given LICENSEE'S superior control over the manufacture and distribution process, and the economic realities surrounding their business relationship.

## 10. Confidentiality

10.5 Both LICENSOR and LICENSEE agrees that the terms of this Agreement are confidential, and agrees to not disclose the terms of this Agreement to third parties without the written consent of LICENSOR and LICENSEE respectively.

## 11. Miscellaneous

11.1 Assignability. This Agreement may be assigned without prior permission of the other party provided that LICENSEE shall be liable for all payments due hereunder. Any assignee will be subject to all terms and conditions of this agreement and will be jointly liable with LICENSEE for complying with all such conditions.

11.2 Independent Contractors. The parties to this Agreement are independent contractors with respect to each other, and nothing in this Agreement will create or constitute a joint venture, partnership, agency or any similar relationship between the parties.

11.3 Entire Agreement; Waiver of Prior Rights. This Agreement contains the entire agreement and understanding between the parties as to its subject matter. It merges all prior discussions between the parties concerning this subject matter, and neither party will be bound



by any conditions, definitions, warranties, understandings, or representations concerning such subject matter except as provided in this Agreement, or as specified on or subsequent to the Effective Date of this Agreement in a writing signed by properly authorized representatives of the parties. This Agreement can only be amended or modified by written agreement of the parties. LICENSEE and LICENSOR hereby waive any and all rights or obligations relating to any prior agreements between the parties, and forever release the other party from any damages, fines, penalties, and other liabilities of any kind related to such prior agreements.

11.4 Waiver. No waiver of any term or condition of this Agreement shall be effective as against a party unless in writing and signed by the party against which such waiver is to be enforced. The failure of a party in any instance to insist upon the strict performance of the terms of this Agreement will not be construed as a waiver or relinquishment of any of the terms of this Agreement, either at the time of the party's failure to insist upon strict performance or at any time in the future, and such terms will continue in full force and effect. The waiver by a party of any term or condition of this Agreement in any one instance shall not serve as a waiver of such term or condition in any other instance.

11.5 Survivorship. The confidentiality provisions of this Agreement and any post-termination obligations described herein shall survive the expiration or termination of this Agreement.

11.6 Severability. Each clause of this Agreement is a distinct and severable clause and if any clause is deemed illegal, invalid, void, or unenforceable, the validity, legality, or enforceability of any other clause or portion of this Agreement will not be affected thereby.

11.7 Compliance with Law. The parties will each materially comply with all applicable federal, state and local laws in the performance of its obligations under this Agreement. To the extent that any law enacted or identified by a party subsequent to the effective date of this Agreement prohibits actions required by this Agreement, the party responsible for such prohibited action is relieved of the applicable obligation without liability of any kind to the other Party.

11.8 Force Majeure. Neither party shall be responsible or liable to the other party for nonperformance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the control of the non-performing or delayed party, including, but not limited to, acts of God, acts of government, wars, riots, strikes or other labor disputes, fires, and floods, provided the non-performing or delayed Party provides to the other Party written notice of the existence of and the reason for such nonperformance or delay. In the event LICENSEE lacks the requisite personnel to perform a task in a timely manner, LICENSOR may perform such tasks at LICENSEE'S expense.

11.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida Or Connecticut depending where the suit arises. The parties hereto expressly grant exclusive personal jurisdiction for purposes of enforcing the provisions hereof, and the resolution of all disputes with thereto and with respect to this Agreement to the United States District Court for the Northern District of Florida, Pensacola



Division or any other court of jurisdiction, which Court shall be located in Escambia, Florida. The parties waive personal service of any and all process, and each consent that all service of process may be made by Registered Mail, return Receipt Requested, directly to it at its proper address, and each party waives any objection based on forum *non conveniens* or any objection to venue of any such action.

11.10 Construction. All titles and article headings contained in this Agreement are inserted only as a matter of convenience and reference. They do not define, limit, extend or describe the scope of this Agreement or the intent of any of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart.

11.11 Notices. All notices required or permitted under this Agreement shall be sent by U.S. Mail, Certified Return Receipt requested, or by Express Delivery with Written Delivery Confirmation from the Courier, as well as by e-mail, to the following persons at the following addresses:

TO LICENSOR: Mr. Alan Poudrier  
1103 Chip Lane  
Niceville, FL 32578  
gowithoutdoors@gmail.com

TO LICENSEE Elecor MFG  
95 Johnson Street  
Waterbury, CT 06447  
bgoldwitz@gmail.com

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, effective the date first above written.


LICENSEE

  
\_\_\_\_\_  
Brian Goldwitz  
Manager

Date:

July 16 2021

LICENSOR

  
\_\_\_\_\_  
Mr. Alan Poudrier  
Manager

Date:

7/16/2021  




# **EXHIBIT D**



PRODUCTS FOR JLU, JL,  
JK, JKU, TJ, JT

PRODUCTS FOR JLU, JL, JK, JKU, T

EZTRUNK

EZWINDOW

EZLOCK

ACCESSORIES

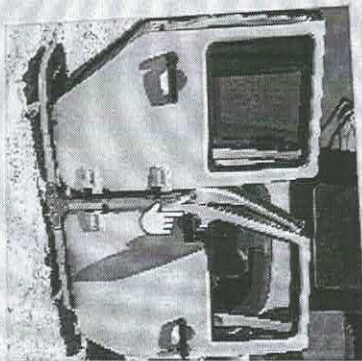
EZROLLING DOOR  
HOLDER

EZFLIP-TOP

TUBE DOORS

TAILGATE TABLES

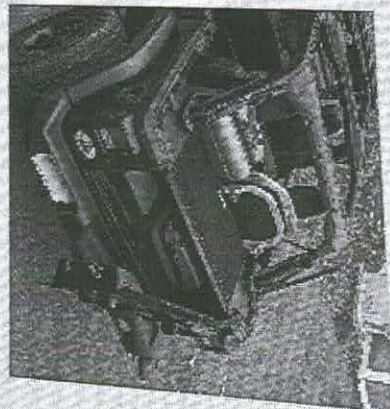
EZLIFT



4-Door EZ Folding  
Rolling Door Cart

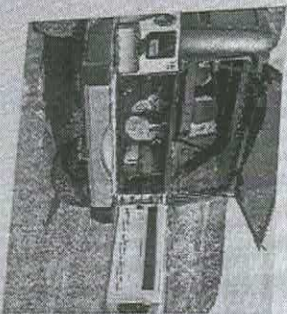
\$369.99

More options



2018 & Up JLU 4  
DOOR EZTRUNK

\$599.99



2011-2018 - JKU 4-  
DOOR EZTRUNK

\$549.99



2018 - 2023 JL 2-  
DOOR EZTRUNK

\$599.99



2007-  
DOOR

\$379.99

Q Search

Products/EZdoors-ezrolling-door-cart-2-dr-ez-113

# **EXHIBIT E**



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September 30, 2022

Mr. Brian Goldwitz  
Elecormfg, LLC  
95 Johnson Street  
Waterbury, CT 0644  
c/o: Attorney Jeffrey M. Furr  
Via email to: [Jeffmfurr@Furrlawfirm.com](mailto:Jeffmfurr@Furrlawfirm.com).

Re: Your Trademark Threats Concerning EZ "Family" of Marks

Dear Mr. Goldwitz:

My law firm has been retained as litigation counsel for Alan Poudrier and his companies, including RackAbilities, LLC. I am responding to the recent demand by you in Jeffrey M. Furr's letter of August 7, 2022.

I entirely concur with the views expressed by Peter Loffler in his letter, to Mr. Furr, but I wish to make a few observations given your insistence that Mr. Poudrier refrain from using his registered trademark and transfer to you the properly registered domain name *ezdoorcart.com* by October 1, 2022.

First, you have already been placed on notice that you and your company should immediately cease and desist from infringing Registration Number 6,745,138 for the Mark EZ DOOR CART in conjunction with your sale of storage racks to hold vehicle doors. If you fail to comply with this request or work out a solution that both sides can abide, a point I address below, you will impel both parties into litigation. That litigation will involve more than simply litigation over EZ DOOR CART mark, and your alleged family of marks. It will also involve your apparent noncompliance with the Exclusive License to United States

Patent 10,981,588 B1, which your company, Elecor MFG, LLC, currently enjoys. (“the License”).

Second, I wish to make a few points concerning the License. As an experienced businessman, it has surely not escaped your attention that your company has a duty to discharge its contract obligations as an exclusive patent licensee in good faith, consistent with honesty and fair dealing. Your obligations include promoting and selling Licensed Products to consumers in the United States and to do so in a way that promotes the continued sales of Licensed Products and the growth of the good will associated therewith. Your duty under Florida law, which governs the License, includes avoiding acts that promote confusion in the marketplace concerning the source or origin of the patented products. Your use of the unregistered trademarks “EZ Rolling Door Cart” and “EZ Folding Rolling Door Cart” on or in connection with the sale by Elecor Mfg., LLC, or its assignee (you have never informed the Licensor of a transfer of ownership pursuant to the License to another company), can only promote confusion in the marketplace over the source or origin of the patented goods, for the reasons noted in Mr. Loffler’s letter. It is your obligation *not* to promote confusion as to the source or origin of the patented goods, and so if you continue to do so you will also be in breach of the patent License as well the Lanham Act. Because this is so, it makes no sense for you to use your alleged marks on or in connection with the patented goods.

What does make sense is for the parties to come to an agreement on the use of the EZ DOOR CART mark if you intend to continue to be a licensee under the Patent. We are prepared to discuss how to accomplish that without the necessity of litigation if you have an interest in cooperating with Mr. Poudrier and his companies rather than sowing confusion in the market.

Before I get to my proposal on that point, I wish to make a few more points about your noncompliance with the License. First, it does not appear that you are marking the product and packaging and associated literature you are using in connection with your sale of the patent goods with the patent number. Yet §8.2 (b) of the License expressly obligates the Licensor to “include a notice of the Licensed Patent on documents accompanying the sale of any Licensed Products to third parties.” We want to see proof that you have commenced doing so, as nothing you have provided about the product at trade shows appears to disclose the patent number or to advise consumers and competitors of the existence of the patent. The failure to do so is a material breach under Florida law, and under relevant precedent under the Patent Act. Demand is hereby made that you provide us proof of compliance with this request.

Second, the License clearly requires in §9.1 that the Licensee (and by extension of a sales company you are using to sell to consumers) maintain an “occurrence” policy of insurance naming the Licensor as an “additional insured” or “co-insured” against all product liability claims arising from the development, design, manufacture, use, sale or

maintenance of the Licensed Products. You are also required by that section of the License to provide Certificates of Insurance both at the inception of manufacturing and with each change in coverage. Demand is hereby made that you provide us such certificates immediately, along with copies of the insurance policy and all proofs that the Licensor is covered by the insurance as an additional licensee.

Your documents concerning the insurance should include the certificate of insurance for coverage prior to EZ 4 x 4's purchase order #P200003, dated September 9, 2021, and any certificates regarding any changes with regard to this required insurance coverage.

Third, Elecor, or its assignee, or both, are obligated under §2.2 of the License to provide the Licensor with the patent product "at wholesale cost not exceeding the minimum wholesale cost", failing which the Licensor has the right to make and distribute Licensed Products "in excess of 240 if the Licensee cannot fulfill orders placed by the Licensor *within 31 calendar days*." We need to understand that you will be complying with this obligation in the future.

It appears to me from the correspondence of the parties that you have frustrated the processing of such orders by insisting upon prepayment in cash while also lamenting that you have no ability to deliver the product requested in a timely fashion. This is a form of gamesmanship that RackAbilities, LLC and Mr. Poudrier will no longer tolerate. We are proposing that the parties agree to a schedule of product orders and deliveries and payment that both parties can agree to, should they elect to continue in business together, which is my next point.

Finally, we request that you provide us with information concerning the business connection or affiliation between Elecor MFG, LLC and EZ4x4, LLC, the company you seem to be using to sell the Licensed Products. Is it an assignee of the License? If not, what is the contract relationship between the two companies, and what has Elecor done to ensure compliance by EZ4x4 with its obligations under the License? Section 11.1 allows Elecor to assign to a third party "provided that LICENSEE shall be liable for all payments due hereunder" and provided that both parties "will be jointly liable with LICENSSEE for complying with all such conditions." In light of this fact alone, the Licensor is entitled to know the answer to my questions.

We are particularly interested in the relationship between Elecor Mfg., LLC and EZ4x4, LLC, given your lawyer's claim that my clients "filed for and received a trademark for EZ DOOR CART for storage racks for vehicles" knowing about your company's alleged "use of the EZ family marks in the motor vehicle accessories and products." (Letter of September 16, 2022, from Attorney Jeffrey Furr). This is a remarkable claim from our perspective, as it reflects poorly upon your credibility.

If we take this case to a jury, the evidence will show that Mr. Poudrier advised you of his intention to file for a trademark for EZ DOOR CART and to purchase the domain *ezdoorcart.com* prior to the initial execution of the License. He even sent you a copy of the Trademark *associated with his Trademark application* on May 22, 2021. If you thought you had a basis for doing so, you could have triggered an opposition proceeding in the TTAB, but you elected not to do so. You thereafter entered the Agreement fully aware of Section 2.5 which states as follows: “No other, further, or different license is granted or implied, and LICENSOR hereby reserves all other rights under the Licensed Patent and Licensed Know-How not expressly granted.” That necessarily means that you knew of the trademark throughout its prosecution history, and you never asked for a right under your License to use the Mark, which you fully understood the License did not grant, or bother to challenge it when the application was published for opposition. That is clearly because Mr. Poudrier and his company, RackAbilities, LLC, have priority of use as to the Mark, and you will lose on that issue in court.

The larger question we must ask is this: did you intend to mislead Mr. Poudrier during the License negotiations, intending to appropriate his mark and pre-announced domain name at the very time you negotiated the License? We would like to have an open and frank discussion of this question with you in a meeting or mediation *before* the parties find themselves in litigation. If litigation ensues, be prepared for a misrepresentation claim, to say nothing of the slander on Mr. Poudrier concerning his alleged fraud in the PTO.

Yet Mr. Poudrier recently reached out to you suggesting that the domain *ezdoorcart.com* might be a “Win Win” for both parties, as he purchases from you the door carts that you have manufactured in China. You made no meaningful response to this overture.

The problem with your strategy, it seems to us, is that you have forgotten you are supposed to be in business with Mr. Poudrier, as your company is the exclusive licensee of his Patent. You have no justification for starting up a dispute over a knockoff of his trademark when you are his exclusive licensee, and you are using a knockoff in connection with the sale of goods covered by the Patent. Do you really think this is fair?

What I find puzzling as a trial lawyer is that you elected to renew the agreement with Mr. Poudrier only recently. He advised you on June 7, 2022, that he would like to “address some ambiguity of terms within the current Agreement” and he asked that you advise him of your position before the current Agreement is terminated or expired. You elected to renew the agreement anyway, without addressing Mr. Poudrier’s request. Indeed prior to your payment of royalty to renew your agreement, Peter Loffler advised you officially of the EZDOORCART Mark. You made the choice to renew the Agreement in its entirety anyway, even though that agreement does not extend to you a license in the registered Mark and knowing there was lingering disputes between the parties. We ask you to explain why you did not use the approaching renewal date as a basis for negotiation, rather than resorting to threats through lawyers.

Before the parties make the lawyers richer, they should discuss this business relationship with a view to improving it or bringing it to an end. Maybe you do not want to be the exclusive licensee anymore. If so, just say it and we can stop the agreement and the parties can compete against each other in the marketplace, assuming you can avoid the sale of Mr. Poudrier' s patented products. But if you do want to continue as the licensee, the parties need to fix their relationship. From my perspective that means you must address the above points and work with Mr. Poudrier and his attorneys to iron out an improved relationship for the success of both parties. We are happy to use a mediator in the process if you wish.

In regard to the License Agreement, this letter serves to advise you that you are in breach of the Agreement for at least the following specific reasons:

- 1) You have not provided to a certificate of insurance in accordance with Section 9, naming me as an "additional insured," or "co-insured."
- 2) You agreed to maintain insurance in full force and effect, at all times during the existence of the Agreement, and further agreed to provide additional certificates if any changes take place with regard to this coverage.

If you do not remedy these breaches within 30 days of receipt of this notice, Mr. Poudrier may execute his right to terminate the Agreement.

If you are willing to work with us towards resolving the disputes between the parties, we are available to meet.

We look forward to hearing from you.

Respectfully,

*Stephen D. Milbrath*

Stephen D. Milbrath, Esquire  
Accel IP Law, LLC

Cc: Peter Loffler

# **EXHIBIT F**





# ACCEL IP LAW, PLLC

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December 9, 2022

Mr. Jeffrey M. Furr, Esq.  
2622 Debolt Road  
Utica, Ohio 43080  
[jeffmfurr@furrllawfirm.com](mailto:jeffmfurr@furrllawfirm.com)

Re: Follow-up, Reply to your October 30, 2022, Letter

Dear Mr. Furr:

I write in follow-up to my letter to you dated October 31, 2022. I responded to your letter of October 30, 2022.

In my response, I advised you that among other issues, I disagreed with your position relating to the insurance obligation that Elecor and its affiliates assumed under the License Agreement. Section 9 of the License Agreement provides, in relevant part:

LICENSEE hereby warrants it has purchased and will maintain in full force and effect, at all times during the existence of this Agreement, an “occurrence” (versus “claims made”) policy of insurance, naming LICENSOR as an “additional insured,” or “co-insured,” . . . and shall provide additional certificates if any changes take place with regard to this coverage. (Emphasis added).

Insurance documents obtained by Mr. Poudrier from your client and/or your client’s insurance agency have not satisfied the terms of the License Agreement between its affiliates and my client’s interests.

Product liability issues and potential damages often result in hundreds of millions of dollars in court settlement cases. Your client's license to use (manufacture and market) my client's product rather than purchase and own my client's intellectual property leaves my client exposed to the potential damages. Under the terms of the License Agreement your client is obligated to provide my client with insurance protection and all documents related to changes to the insurance protection.

My client and I have respectfully requested all changes that have taken place with regard to insurance coverage related to the License Agreement. Your client has not provided any reports and/or insurance Declaration Pages to ensure my client is adequately protected.

Your client provided a sales report for the 3-month term 10/1/2012 to 12/31/2021 indicating wholesale and retail sales in excess of \$59,000. Your client also provided an Insurance Certificate, but has not provided any additional sales and/or insurance documents as requested.

My client has obtained Declaration Pages associated with Insurance Certificates indicating 12-month term insurance policies having a basis of \$25,000 in annual wholesale business activities. While we are not in a position to audit the records, it appears that there may be material discrepancy between your reported sales, your actual sales, and the basis for the insurance policy which is likely to be dishonored for material underreporting of sales by your client. This only increases my client's concern about the reliability of your client's insurance protection.

In my October 31, 2022, letter I advised you if matters are not rectified immediately, Rack Abilities will regard the License Agreement as breached. Your clients have not responded to requests for documentation that might have rectified material breaches of their obligations under the terms of the License Agreement. My client may be exposed to extraordinary liability issues without appropriate protection.

Your client has had ample time to correct these concerns. Section 3 of the License Agreement LICENSOR shall, at LICENSOR'S option, be entitled to immediately cancel this Agreement. Accordingly, I advise you that RackAbilities regards the License Agreement as materially breached and therefore as terminated.

Let me know if your clients have any questions about the above.

Respectfully,

*Stephen D. Milbrath*

Stephen D. Milbrath, Esquire  
Accel IP Law, PLLC